



COUNTY OF LOS ANGELES
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063



Dave Lambertson
Director

To enrich lives through effective and caring service.

Telephone: (323) 267-2101
FAX: (323) 264-7135

August 31, 2006

Agenda Date: September 12, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF
PAY PHONE SERVICES CONTRACT
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Contract with Nami Communications, Inc. to provide pay phone services effective upon execution, for a term of two (2) years, with three (3) one-year extensions and six (6) month-to-month extensions.
2. Delegate authority to the Director of the Internal Services Department (ISD), or his designee, to exercise the extensions and execute amendments to the Contract, including if the original contracting entity has merged, been purchased or otherwise changed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently manages a contract with a private firm to provide pay phone services at a wide range of County facilities including County parks and beaches. The services include phone maintenance as well as coin collection activities. The current contract expires October 9, 2006. The recommended action is to award a new Contract for pay phone services to ensure a continuation of services to the public and County employees.

Implementation of Strategic Plan Goals

The award of this Contract supports the County's Strategic Plan Goals No. 6 and No. 8 for Community Service and Public Safety respectively by effectively providing communication services to County constituents and Strategic Plan Goal No. 4, Fiscal Responsibility by providing County departments an opportunity to generate revenue.

FISCAL IMPACT/FINANCING

There are two basic types of pay phone lines serviced under the contract:

- Convenience Lines: These phones are used occasionally and offered as a convenience to the public at County buildings. The contractor charges the County a set monthly fee to keep the phones operational. There is no revenue generated from the phone.
- Commission Lines: These are phones located at County buildings that the public pays to use. These phones typically have a higher volume of usage and generate income for the County.

As I advised your Board in a memo dated February 8, 2006, there have been significant changes in the pay phone industry, primarily due to the proliferation of cellular telephones as well as the increased costs to maintain pay phones. As a result, the number of pay phones has been declining and there has been a decrease in the revenues generated by pay phones on both a local and national basis. While the need persists for pay phone services at County facilities, it is anticipated that cost to maintain pay phone services will continue to rise.

Total expenditures under the recommended Contract will vary depending on the number of commission lines and convenience lines. Under the proposed Contract, the County will:

- Receive 21% of the revenue for those commission pay phone lines producing revenue of \$100 or more each month. Based on historical revenue data, annual revenue is estimated to be \$144,000. There is no commission for phones generating less than \$100 per month. Revenue associated with pay phones has been included in the Fiscal Year 2006-07 Telephone Utilities Budget.
- Pay a fee of \$80 per month for each convenience phone line to cover line usage, phone repairs and cleaning. The total fees based on the current inventory is

projected to be \$357,000 annually. The monthly fees are billed to the departments with pay phones at their facilities.

Therefore, the Net County outlay is projected to be \$213,000 in the first year of the Contract (i.e., \$357,000 in expenses for maintenance of the convenience lines less \$144,000 in revenue from the commission lines).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the attached Contract have been approved as to form by County Counsel. The Contract contains all of the Board's required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and Child Support Program. The Contract does not allow for a cost of living adjustment (COLA).

This is not a Proposition A Contract and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under this Contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", because of the specialized nature of the work.

CONTRACTING PROCESS

On July 6, 2006, ISD released a Invitation for Bids (IFB) for pay phone services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 1). Notice of the IFB was also sent by electronic mail to 55 vendors (Attachment 2).

Three bids were received by the August 2, 2006 submission deadline. Two bids were determined to be non-responsive to the IFB and therefore disqualified.

- One bid was deemed non-responsive because the vendor would only provide service for a portion of the existing inventory and only offered a contract term of one year.
- One bid was non-responsive because the vendor did not submit a price plan consistent with and required by the bid instructions.

The bid from Nami Communications, Inc. met the minimum requirements and was determined to be a responsive and responsible bid. The two non-responsive bidders

were notified on August 10, 2006 regarding their bid disqualification. The protest deadline of August 24, 2006 has passed and no protests were received.

Nami Communications, Inc is a small, woman-owned business. A summary of the Community Business Enterprise (CBE) information provided by the recommended firm is attached (Attachment 3). However, the recommended contractor was selected without regard to gender, race, creed, color, or national origin.

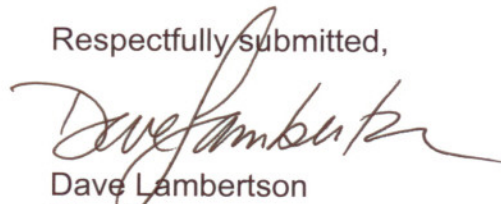
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will ensure that the public and County employees continue to have access to pay phone services at County facilities.

CONCLUSION

Following approval and execution of the Contract, please return two (2) executed originals of the Contract to the department.

Respectfully submitted,



Dave Lambertson
Director

DL:DP:dp
Attachments (4)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel

PAY PHONE SERVICES

Bid Information

Bid Number : 103860RL
Bid Title : Pay Phone Services IFB
Bid Type : Service
Department : Internal Services Department
Commodity : TELEPHONE DIALING AND ANSWERING APPARATUS
Open Date : 7/6/2006
Closing Date : 8/2/2006 3:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : \$ 00,000
Bid Download : [Available](#)
Bid Description : The County of Los Angeles, Internal Services Department (ISD) is issuing this Invitation for Bids (IFB) to solicit bids from qualified vendors who can provide Pay Phone Services at County locations throughout Los Angeles County.
Contact Name : Roger Long
Contact Phone# : (562) 940-3099
Contact Email : rlong@isd.co.la.ca.us
Last Changed On : 8/16/2006 1:32:00 PM

[Back to Last Window](#)

[Back to Award Main](#)

PAY PHONE SERVICES EMAIL NOTIFICATION LIST

Sub-Class #	Description
725-53	TELEPHONE DIALING AND ANSWERING APPARATUS

Vendor ID	Company Name	Phone	LSBE Certified
11212801	1 NATION TECHNOLOGY 4027 TAMPA RD., STE. 3000, , OLDSMAR, FL, 73215-3215	(813) 855-8850 Ext:6855	
10155701	ACCESS NETWORKING SOLUTIONS 1228 E. MAIN ST., , ALHAMBRA, CA, 14113-4113	(626) 576-7477 Ext:200	
10881901	ADVANCED COMMUNICATIONS INC.(ACI) 3909 SEPULVEDA BLVD., , CULVER CITY, CA, 04607-4607	(310) 397-7950 Ext:210	
10075001	ADVANCED MARKETINGTELECOMMUNICATIONS 5933 SEA LION PL., STE. 107, , CARLSBAD, CA, 86625-6625	(760) 918-8755 Ext:16	
05692001	AMERICAN BUSINESS NETWORK, INC 4701 WRIGHTSVILLE AVE., BLDG. 3, , WILMINGTON, NC, 36911-6911	(910) 452-1150	
11760101	AT&T PO BOX 78114, , PHOENIX, AZ, 28114-8114	(323) 729-6375	
10242003	AVAYA, INC. 245 S. LOS ROBLES AVE., STE. 400, , PASADENA, CA, 12820-2820	(626) 304-5373	
10157001	BLUE CHIP TELECOM 379 OYSTER POINT BLVD., STE. 10, , SOUTH SAN FRANCISCO, CA, 01961-1961	(650) 588-2400 Ext:241	
51169601	C&S PRODUCTS, INC. 1411 N. BATAVIA ST., STE. 114, , ORANGE, CA, 73526-3526	(714) 288-2660	
52924701	CALL ONE, INC 8810 ASTRONAUT BLVD., , CAPE CANAVERAL, FL, 04239-4239	(321) 783-2400 Ext:125	
12165601	CAPTURE TECHNOLOGIES, INC. 3575 ALAMEDA AVE., , OAKLAND, CA, 13326-3326	(510) 534-5050 Ext:150	
10253201	CENTRAL ASSET SOLUTIONS 2912 S. DOUGLAS BLVD., STE. B, , MIDWEST CITY, OK, 07179-7179	(405) 736-9333 Ext:22	
12291701	CENTURION, INC. 2825 SOUTH MOORLAND ROAD, , NEW BERLIN, WI, 13743-3743	(402) 423-6966	
05642701	CISCO SYSTEMS 11111 SANTA MONICA BLVD., STE. 400, , LOS ANGELES, CA, 53333-3333	(562) 961-2009	
10633901	CUSTOM PHONES, INC. 638 VIRGINIA AVE., , INDIANAPOLIS, IN, 31756-1756	(317) 638-6385	
10379901	DATAFONE GROUP INC 1212 S. 5TH AVE., , MONROVIA, CA, 63853-3853	(626) 447-5806 Ext:103	
12021401	DEFINITIVE D & V, INC. 3500 COUNTY ROAD 39 NW., , MAPLE LAKE, MN, 83019-3019	(320) 963-4201	
52267401	DELTA COMMUNICATIONS GROUP 27126B PASEO ESPADA SUITE 701, , SAN JUAN CAPISTRANO, CA, 92675	(949) 276-7808	
10687101	DESKTOP PRODUCTS, INC.ATTN: DAVID SLOVES 1316 63RD ST., , EMERYVILLE, CA, 82104-2104	(510) 597-4000 Ext:153	
10213901	ELECTRONICS SPECIALTIES 10008 NATIONAL BLVD., # 179, , LOS ANGELES, CA, 43809-3809	(509) 267-1477	
13299201	EXECUTONE INTER-TEL BUSINESSINFORMATION SYSTEMS, INC INFORMATION SYSTEMS, INC, 4310 COTTON CENTER BLVD., BLDG A, SUITE 100, PHOENIX, AZ, 85040	(602) 231-5159	

PAY PHONE SERVICES EMAIL NOTIFICATION LIST

13328901	GEMINI COMPUTERS, INC. 166-08 UNION TURNPIKE, , FLUSHING, NY, 11366	(718) 969-6666	
11098901	GKS, INC. DBAON-LINE COMMUNICATIONS 545 COLLEGE COMMERCE WAY., , UPLAND, CA, 64377-4377	(909) 579-6000 Ext:5192	
10814501	GLOBUS, INC 4005 VERDUGO RD., , LOS ANGELES, CA, 53726-3726	(323) 257-8300 Ext:104	
13102001	GOLDEN STATE PHONE AND WIRELES 705 HIGUERA ST, , SAN LUIS OBISPO, CA, 93401	(805) 545-5400 Ext:114	
10411501	GRIFFIN CONSOLIDATED SERVICES 3927 W. JEFFERSON BLVD., , LOS ANGELES, CA, 64211-4211	(323) 761-6432	
11716901	H&F COMMUNICATIONS INC. PO BOX 2459, , MONROE, NY, 97459-7459	(845) 492-2000 Ext:24	
50056302	HELLO DIRECT 7500 NORTHEASTERN BLVD, , NASHUA, NH, 03352	(408) 972-1990 Ext:0000	
50056301	HELLO DIRECT INC 75 NORTHEASTERN BLVD., , NASHUA, NH, 23128-3128	(888) 208-0102 Ext:2211	
11978201	INMATE CALLING SOLUTIONS, LLC 5883 RUE FERRARI, , SAN JOSE, CA, 81857-1857	(800) 661-3845	
11296701	INTEGRATED VOICE RESOURCES PO BOX 445, , HILLSBORO, OR, 30445-0445	(503) 615-8400	
05207701	INTER-TEL 3078 MONTVIEW WAY., , SACRAMENTO, CA, 31161-1161	(916) 563-7771	
12580401	KINGS III OF AMERICA, INC 751 CANYON DR., STE. 100, , COPPELL, TX, 93857-3857	(972) 462-0611 Ext:256	
12114301	KRISKEN ELECTRONICS CORPORATIO 17432 DEVONSHIRE ST., , NORTHRIDGE, CA, 51545-1545	(818) 360-3107 Ext:202	
11496701	L.A. ELECTRICOM 23239 VALLEY CIRCLE BLVD., , CHATSWORTH, CA, 16453-6453	(818) 884-4900	
12087201	L.C.WIRING,INC. 2505 N. SPURGEON ST., , SANTA ANA, CA, 61730-1730	(714) 685-3970	
10997401	LOMA INTERNATIONAL, INC. 946 LOMA DR., , HERMOSA BEACH, CA, 44242-4242	(310) 374-4461	
12161801	NEXUS IS, INC. 27202 TURNBERRY LN., , VALENCIA, CA, 51022-1022	(661) 775-2819 Ext:2819	
05273801	NORTELE NETWORK 2141 ROSECRANS AVE., STE. 1100, , EL SEGUNDO, CA, 54776-4776	(310) 216-3222	
01013701	NORTH SUPPLY COMPANY 600 NEW CENTURY PKWY., , NEW CENTURY, KS, 11101-1101	(913) 791-7000	
10301101	NORTHERN OFFICE WORKS 417 S. ASSOCIATED RD., , BREA, CA, 15802-5802	(877) 532-4669	
05709701	OPTUS, INC 3423 ONE PL., , JONESBORO, AR, 49335-9335	(870) 974-7766	
13359801	PAMELA A GOODRICH 1215 S BEACH BLVD STE 107, , ANAHEIM, CA, 92804	(714) 999-2868	
06349701	PROFESSIONAL TELECOMMUNICATION 333 SUNSET AVE., STE. 188, , SUISUN CITY, CA, 52074-2074	(707) 428-1189	
13032301	ROCKEFELLER GROUPRGTS 2229 4TH STREET, , SANTA MONICA, CA, 90405	(310) 895-7435	
11095801	SAGE DESIGNS, INC. 150 SHORELINE HWY., STE. 8A, , MILL VALLEY, CA, 13634-3634	(415) 331-8826	

ATTACHMENT 2

PAY PHONE SERVICES EMAIL NOTIFICATION LIST

51754113	SBC - PACIFIC BELL 1010 WILSHIRE BLVD., , LOS ANGELES, CA, 72416-2416	(213) 743-6807	
51378401	SONANT CORPORATION 6215 FERRIS SQ., STE. 220, , SAN DIEGO, CA, 13283-3283	(858) 623-8180	
51134701	SPRINT NORTH SUPPLY PO BOX 804414, ATTN 520035, KANSAS CITY, MO, 04414-4414	(800) 755-1950	
13413801	THE TELEPHONE SHOP 3803 ATLANTIC AVE., , LONG BEACH, CA, 90807	(562) 426-9336	
12040601	TWACOMM.COM, INC. 101 MAIN ST., 3RD FLOOR, HUNTINGTON BEACH, CA, 88118-8118	(714) 536-4550	
52967501	WCI-WEITBECHT COMMUNICATIONS 926 COLORADO AVE, , SANTA MONICA, CA, 12717-2717	(310) 656-4924	
11642401	WEB SEGMENTS, INC., DBATHE CTI GROUP 28042 AVENUE STANFORD, , VALENCIA, CA, 51157-1157	(661) 775-3200 Ext:225	
10878701	WESCOM COMMUNICATIONS, INC. 42280 BEACON HL., STE. D7, , PALM DESERT, CA, 15168-5168	(760) 779-9393	
10244901	WORLDCOM 30020 8TH PL. S., , FEDERAL WAY, WA, 33746-3746	(425) 820-3616	

PAY PHONE SERVICES

FIRM INFORMATION		NAMI COMMUNICATIONS, INC.
Cultural/Ethnic Composition		
OWNERS/PARTNERS	Black/African American	2
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
	Women (included above)	
MANAGER		Number
	Black/African American	1
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
STAFF	Black/African American	
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
	Women (included above)	
TOTAL # OF EMPLOYEES		2
BUSINESS STRUCTURE		Corporation
COUNTY CERTIFICATION		
CBE		NO
LSBE		NO
CERTIFYING AGENCY		N/A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NAMI COMMUNICATIONS, INC.

FOR

PAY PHONE SERVICES

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CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NAMI COMMUNICATIONS, INC.
FOR
PAY PHONE SERVICES

This Contract is made and entered into as of this ____ day of _____, 2006 by and between County of Los Angeles ("County") and Nami Communications, Inc. ("Contractor"), a California Corporation located at 3700 Wilshire Boulevard Suite 557, Los Angeles, California 90010.

RECITALS

WHEREAS, County may contract with private businesses for pay phone services when certain requirements are met;

WHEREAS, this Contract is authorized under California Government Code Section 31000, which authorizes the Board of Supervisors to contract for services;

WHEREAS, Contractor is a private firm specializing in providing pay phone services; and,

WHEREAS, County desires to contract with Contractor to provide pay phone services for County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 CONTRACT AND INTERPRETATION

This base document, along with Exhibits A through H referred to below, attached hereto and incorporated herein by this reference, collectively constitute the "Contract" which is the complete and exclusive statement of understanding between the parties and supercedes any and all prior or contemporaneous contracts, written or oral, and all communications between the parties relating to

the subject matter of the Contract. In the event of a conflict or inconsistency in the definition or interpretation of any provision, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit C	Pay Phone Inventory List
Exhibit D	Contractor's EEO Certification
Exhibit E	County's Administration
Exhibit F	Contractor's Administration
Exhibit G	Jury Service Ordinance
Exhibit H	Safely Surrendered Baby Law

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Contract.

2.1 Aggregator: The term "Aggregator" shall mean any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.

2.2 Concession Revenue: The term "Concession Revenue" shall mean Gross Revenue (as such term is defined below) from all calls generated by the revenue generating pay phones covered under this Contract, including, but not limited to, calls paid by coin, calling card, credit card, collect, third party billed, Local, IntraLATA, InterLATA, Computer Internet Access, Prepaid Calling Cards, No-Pay 800 Access, Non-Coin Call Compensation and Advertising.

2.3 Concession Phones. The term "Concession Phones" shall mean those Pay Phones (as such term is defined below) so listed in Attachment B

(Revenue Lines Inventory List) of Exhibit A (Statement of Work) of the Contract.

- 2.3 Contract:** The term "Contract" shall have the meaning set forth in Paragraph 1.0 (Contract and Interpretation).
- 2.4 Contractor:** The term "Contractor" shall mean Nami Communications, Inc., a California Corporation.
- 2.5 Contractor Project Manager:** The term "Contractor Project Manager" shall have the meaning set forth in Subparagraph 7.1 (Contractor's Project Manager). The Contractor Project Manager is identified in Exhibit F (Contractor's Administration) of the Contract.
- 2.6 Convenience Fee:** The term "Convenience Fee" shall mean the total monthly fee paid by County to Contractor for each Convenience Phone (as such term is defined below).
- 2.7 Convenience Phone:** The term "Convenience Phone" shall mean a telephone paid for by County that is determined to be not profitable in generating sufficient revenue to cover the cost of maintaining service, but remaining in service for the convenience of the public.
- 2.8 County Project Director:** The term "County Project Director" shall have the meaning set forth in Subparagraph 6.1 (County's Project Director). The County Project Director is identified in Exhibit E (County's Administration) of the Contract.
- 2.9 County Project Manager:** The term "County Project Manager" shall have the meaning set forth in Subparagraph 6.2 (County's Project Manager). The County Project Manager is identified in Exhibit E (County's Administration) of the Contract.
- 2.10 CPUC:** The term "CPUC" shall mean the California Public Utilities Commission.
- 2.11 Day(s):** The term "Day" or "Days" shall mean calendar day(s) unless otherwise specified.

- 2.12 Fiscal Year:** The term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Gross Revenue:** The term "Gross Revenues" shall mean all revenues generated by the Pay Phone, including but not limited to, calls paid by coin, calling card, credit card, collect, third party billed, Local, IntraLATA, InterLATA, Computer Internet Access, Prepaid Calling Cards, No-Pay 800 Access, Non-Coin Call Compensation, Advertising and all other originated revenue generated by the telephone.
- 2.14 Inter-exchange Carrier:** The term "Inter-exchange Carrier" means a telecommunications common carrier authorized to provide telecommunications services between LATAs (as such term is defined below).
- 2.15 InterLata:** The term "InterLata" means a connection between two (2) local exchange carriers in different regions.
- 2.16 IntraLata:** The term "IntraLata" means a connection between two (2) telephone companies within the same region.
- 2.17 Inventory List(s)** The term "Inventory List(s)" shall mean the complete list of Convenience phones and/or Concession phones that make up Exhibit C (Pay Phone Inventory List) of the Contract.
- 2.18 Invitation for Bids or IFB** The term "Invitation for Bids" or "IFB" shall mean the documents that County distributed to invite Contractors to submit pricing and other information regarding their ability to provide a service that is defined by the County.
- 2.19 LATA:** The term "Local Access and Transport Area" or "LATA" means a geographic region assigned to one (1) or more telephone companies for providing communication services.
- 2.20 Pay Phone:** The term "Pay Phone" shall mean a Contractor-owned telephone, placed in a County location and available for public use, that requires some form of payment to make phone calls.

2.21 OSP: The term "OSP" shall mean operator service provider.

2.22 Rate: The term "Rate" shall mean the per-minute charge for a telephone call.

2.23 Surcharge: The term "Surcharge" means a one (1) time charge per telephone call.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as specified herein in accordance with Exhibit A (Statement of Work) and as otherwise set forth herein.

3.2 If Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

3.3 This Contract is not predicated on workload and is subject to fluctuations based on the profit or cost of each Pay Phone. There is no minimum or maximum Contract cost guarantee.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be two (2) years commencing upon the execution of this Contract by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contractor's Pay Phone services shall commence on October 10, 2006.

4.2 County shall have the sole and unilateral option to extend the Contract term for up to three (3) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director of the Internal Services Department ("ISD") or designee in accordance with subparagraph 8.4.3 of this Contract.

- 4.3** The Contractor shall notify ISD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to ISD at the address herein provided in Exhibit E (County's Administration).

5.0 PRICING AND PAYMENTS

5.1 Contract Sum

The Contract sum shall be the total monetary amount payable by County to Contractor for provision of the services specified herein in accordance with Exhibit B (Pricing Schedule) of this Contract.

5.2 No Payment or Reimbursement for Unspecified Work

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.3 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

- 5.4.1** The Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) of this Contract and elsewhere hereunder.

The Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Payments to Contractor shall be as provided in Exhibit B (Pricing Schedule) of this Contract, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

5.4.2 For Convenience Phones the Contractor's invoices shall describe the facility and location of all Pay Phones for which payment is claimed for service of a Convenience Phone and state the Convenience Fee charged to County in accordance with Exhibit B (Pricing Schedule) of this Contract.

5.4.3 For Concession Phones the Contractor's invoices shall describe the facility and location of all Pay Phones for which revenue is generated and state the percentage of revenue to be shared with County in accordance with Exhibit B (Pricing Schedule) of this Contract. Payment to County shall be as stated in subparagraph 5.4.7 below.

5.4.4 Contractor shall submit the monthly invoices to County by the fifteenth (15th) calendar day of the month following the month of service.

5.4.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles
Internal Services Department
Attn: Telephone Utilities Unit
9150 E. Imperial Highway, MS-35
Downey, CA 90242

5.4.6 All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or

responsible for any payment prior to such written approval, which shall not be unreasonably withheld.

5.4.7 Contractor shall pay to County the percentages of Contractor's monthly Gross Revenue from the Pay Phone Services set forth in Exhibit B (Pricing Schedule) of this Contract.

5.4.8 Contractor shall make payment by check issued and payable to County on or before the twenty-fifth (25th) day of the calendar month following each month of the term provided herein. Payment shall be mailed or otherwise delivered to:

County of Los Angeles
Internal Services Department
Attn: Section Manager, Telephone Utilities
9150 E. Imperial Highway, MS-37
Downey, CA 90242

5.4.9 If any payment by Contractor is not received by County by the twenty-fifth (25th) day of the calendar month following each month of the term provided herein, a late charge of one-half percent (.05%) of the amount due and unpaid, plus a \$100.00 administration fee, shall be added to the payments from Contractor and the total sum shall be immediately due and payable to County. An additional charge of one-half percent (.05%) of said amount shall be added for each additional day that said amount remains unpaid.

5.5 Theft and Fraud

Contractor shall bear full responsibility for fraudulent calls. Contractor agrees that County bears no responsibility for theft of funds; and furthermore, that no stolen or lost funds will be deducted from the Concessions Revenue paid to County by Contractor hereunder.

5.6 Unbillable/Uncollectible Calls

Contractor shall bear full responsibility for unbillable and/or uncollectible calls. Contractor agrees that County bears no responsibility for unbillable

and/or uncollectible calls; and furthermore that fees for unbillable and/or uncollectible calls may not be deducted from the Concessions Revenue paid to County by Contractor hereunder.

5.7 Reports of Receipts

Each payment submitted by Contractor shall be accompanied by a report of the monthly Gross Revenue for which payment is made. The content of the report(s) is described in Paragraph 9.0 (Required Reports) of Exhibit A (Statement of Work) of this Contract.

5.8 Payment of Taxes

Contractor shall be liable and responsible for payment of any and all taxes arising from and/or applying to any and all tasks, goods, services, deliverables, and/or other work performed under this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

Exhibit E (County's Administration) of this Contract contains the listings of all County Administration referenced in the following subparagraphs. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- initiating and approving changes to Pay Phone equipment and locations, including additions, removals and changes to the Pay Phone inventory lists, in accordance with subparagraph 8.4.4 of Paragraph 8.4 (Changes and Amendments) of this Contract;
- converting of unprofitable Concession Phones to Convenience phones as described in Section 5.0 of Exhibit A (Statement of Work) to this

Contract and in accordance with subparagraph 8.4.4 of Paragraph 8.4 (Changes and Amendments) of this Contract; and

- converting Convenience Phones that become profitable to Concession Phones as described in Section 5.0 of Exhibit A (Statement of Work) of this Contract and in accordance with subparagraph 8.4.4 of Paragraph 8.4 (Changes and Amendments) of this Contract.

6.2 County's Project Manager

Responsibilities of County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration) of this Contract. Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

At County's request Contractor shall provide all staff assigned to this Contract with a photo identification badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Contract, County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the Contract at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of County, deny or terminate facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of Contractor's staff, pursuant to this Paragraph 7.4, shall not relieve Contractor of its obligation to

complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Assignment and Delegation

- 8.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph 8.1.1, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of

execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 Authorization Warranty

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.3 Budget Reductions

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such

actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.4 Changes and Amendments

- 8.4.1 Except as set forth in subparagraph 8.4.4 below, for any change which affects the scope of work, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by Contractor and by the Director of ISD or his or her designee.
- 8.4.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by the Director of ISD or his or her designee.
- 8.4.3 The Director of ISD or designee may, in his or her sole and unilateral discretion, authorize extensions of time as defined in Section 4.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a letter shall be prepared and signed by County's Director of ISD or his or her designee and delivered to Contractor's Project Director.
- 8.4.4 Notwithstanding any other provision of this Paragraph 8.4, County's Project Director or designee may add and/or remove Pay Phone(s) to or from any County location, and otherwise make changes to the Exhibit C (Pay Phone Inventory List); and may convert unprofitable Concession Phones to Convenience Phones; and/or may convert Convenience Phones that become profitable to

Concession Phones as described in Section 5.0 of Exhibit A (Statement of Work) to this Contract.

8.5 Complaints

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all

provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification) of this Contract.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H and incorporated herein by this reference.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code)

or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph 8.8.2, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph 8.8.2. The provisions of this subparagraph 8.8.2 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the subcontract.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph 8.8.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any

way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain/Grow Program Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. The

County will refer GAIN/GROW participants by job category to Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission

which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, ISD will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and ISD shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt

the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one (1) or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) a contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one (1) or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, at County's option, by a reduction in payments of current invoices owed to Contractor equal to the amount of the repairs.

8.17 Risk of Loss or Damage to Equipment

County will not be responsible for any loss or damage to the equipment provided under this Contract except when such loss or damage is due to fault or negligence by County.

8.18 Employment Eligibility Verification

8.18.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.18.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this

Contract.

8.19 Facsimile Representations

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Changes and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Changes and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 (Confidentiality) of this Contract.

8.23 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 General Insurance Requirements

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance

specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Contracting Division
County of Los Angeles
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

prior to commencing services under this Contract.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage's required in this Contract;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and

legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII unless otherwise approved by County.

8.24.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any

kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 Insurance Coverage Requirements

8.25.1 General liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all

“owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

- 8.25.3 Workers’ compensation and employers’ liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director of ISD, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his or her designee, at his or her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor’s invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by the Director of ISD, or his or her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Director of ISD determines that there are deficiencies in the performance of this Contract that the Director of ISD deems are correctable by Contractor over a certain time span, the Director of

ISD will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director of ISD may:

- (a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification) of this Contract.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Contract. Final resolution of any dispute is subject to the approval of the Director of ISD or his or her designee at his or her sole discretion.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this

Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration) to this Contract. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of ISD shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the IFB used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible

for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director or designee. The County shall not unreasonably withhold written consent.

- 8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this Paragraph 8.37 apply.

8.38 Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach

of this Contract upon which County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;

- A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.40.3 The Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director or designee is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Contracting Division
County of Los Angeles

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

Documents must be received by IDS before any subcontractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) of this Contract and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director or designee:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in subparagraph 8.43.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 8.43.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) of this Contract.

- 8.43.5 The rights and remedies of County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay

its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County

shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Assignment of Courthouses to the State

- 8.51.1 During the term of this Contract, ownership and operation of some or all of the Courthouses may be transitioned to the State of California (State). County reserves the right to assign its rights and transfer its duties, for any or all Courthouses only, under this Contract to the State, if mandated by the State.
- 8.51.2 The State has the right to assign its rights and transfer its duties, for any or all Courthouses only, to a State issued Contract.

8.52 Local Small Business Enterprise (SBE) Preference Program

- 8.52.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 8.52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.52.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Contract amount and what County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer, and Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer, this _____, day of _____.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

CONTRACTOR
Nami Communications, Inc.

By  _____
Kelli Young
Name

 _____
President
Title

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

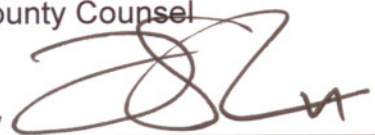
By  _____
Jose Silva
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

PAY PHONE SERVICES

EXHIBIT A
STATEMENT OF WORK (SOW)
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STATEMENT OF WORK PAY PHONE SERVICES

1.0 Scope of Services

Contractor shall own all Pay Phones and associated equipment located at County locations. Contractor shall provide Pay Phone Services to each County location specified in Exhibit C Pay Phone Inventory, in accordance with the following:

1.1 Coin Acceptance Requirements

Payment by means of depositing coins will be required at all County Pay Phone locations. Coin acceptance must include United States (U.S.) nickels, dimes, and quarters. Any new coins contemplated for issuance by the U.S. Mint shall also be accepted if acceptance of these coins becomes an industry standard.

1.2 Operator Assistance

Callers shall be able to access an operator by dialing "0" or "00" for assistance at all County Pay Phone locations.

1.3 911 Emergency Services Access

Callers shall have access to "911" emergency services at all County Pay Phone locations. For purposes of "911" communication, all County Pay Phone locations, shall meet the requirements of the State Code which states, in part, that all Pay Phones shall enable a caller to dial "911" for emergency services, and to reach an operator by dialing "0" without the necessity of inserting a coin.

1.4 Unblocking of Equal Access Codes

The Contractor shall provide or facilitate access to 1010XXX, 950 and 1-800 alternate Inter-exchange carrier codes.

1.5 Local and Long Distance Directory Assistance

Callers shall have access to local and long distance directory assistance at all County Pay Phone locations.

1.6 Calling Card, Collect and Third Party Access

Callers shall have access to Calling card, collect and third party billed payment options and a zero plus (0+) dialed basis and using other access methods as may be required by law, e.g., 1010XXX, 950 or 1-800 and other toll free access methods at all County Pay Phone locations.

1.7 0+ Dialing

The Pay Phone equipment/services shall provide a "bong" tone subsequent to completion of 0+ dialing. If the caller does not enter any additional numbers after the "bong" tone, the Contractor shall guarantee that a live operator will then answer following the "bong" tone.

1.8 0 and 00 Dialing

When a caller dials a zero and does not enter any additional numbers, the Operator Service Provider (OSP) shall have a live operator answer to assist the caller.

1.9 Operator Assistance, Refunds and Credits

The Contractor shall provide operator services including caller assistance, refunds, and credits.

1.10 Additional Pay Phone Requests

If the County determines that additional Pay Phones are necessary, County will initiate an amendment to the Contract in accordance with Paragraph 8.4 of the Contract. The Contractor shall install additional Pay Phones within thirty (30) days of written notification by the County's Project Manager.

1.11 Pay Phone Removal Requests

If the County makes a decision to discontinue specific Pay Phones, County will initiate an amendment to the Contract in accordance with

Paragraph 8.4 of the Contract. The Contractor shall remove the equipment, properly terminate wiring and ensure that there is no exposed wiring and repair and patch any and all holes caused by removal of Pay Phones within 30 days of written notification by the County's Project Manager.

1.12 Toll-Free Telephone Maintenance Access

Contractor shall maintain a toll-free telephone number at which Contractor shall receive and respond to County's service and/or trouble calls. In addition, County will, by use of this telephone number, have ready access to the status of previous County service and/or trouble calls. The toll-free telephone number shall be provided on a twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five/three hundred sixty six (365/366) days per year basis. Contractor shall respond to any and all calls made to this toll-free telephone number within twenty four (24) hours of the service and/or trouble call. County may, in its sole discretion, escalate any trouble condition that is not satisfied within these timeframes by bypassing this toll-free telephone number and utilizing an escalation procedure supplied by Contractor. Such escalation procedure shall be provided to County under separate cover within thirty (30) days of the execution of this Contract.

2.0 Maintenance and Repair Services

Contractor shall maintain Pay Phone equipment in good operating condition and ensure that Pay Phones work at all times. All such maintenance and repair services, including parts and labor, shall be furnished at no charge to the County.

2.1 Preventative Maintenance

Preventative maintenance shall be performed on a schedule during County business hours, consistent with the County's operating requirements, and which is based upon the specific needs of the equipment as determined by the Contractor.

2.2 Remedial Maintenance

Remedial maintenance shall be performed within twenty-four (24) hours after notification that equipment is inoperative and the Contractor shall be responsive to the County's maintenance requirements. The Contractor shall be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IXC), the Contractor's equipment or the County-owned cable facilities. If the Contractor determines that the LEC/IXC is at fault, then the Contractor shall contact the LEC/IXC to provide the required repair services. If the failure is determined to be the fault of the Contractor's equipment (hardware, software, or wiring) the problem shall be corrected by the Contractor. If the problem is determined to be at the County owned cable facilities, the County shall be notified of the need for repair.

2.3 On-Site Repair or Replacement

Contractor shall furnish on-site repair or replacement services as required to ensure the Pay Phone equipment, including any enclosures, is clean and in good working order. Contractor shall provide any and all maintenance materials, tools, documentation, site management guides, diagnostics, and test equipment necessary for such maintenance services. Such items at all times remain the property and responsibility of Contractor.

2.4 Contractor Response Requirements

Contractor shall respond to repair requests within twenty-four (24) hours and shall restore out-of-service units within forty-eight (48) hours.

3.0 Cleaning

Contractor shall be responsible for ensuring that all terminals, booths, and enclosures are periodically cleaned and sanitized. Contractor shall remove, when necessary, all graffiti, stickers, posters, litter, dust and dirt from or within each terminal, enclosure, or booth and from a three (3) foot radius surrounding the terminal, exclusive of private property. A minimum cleaning of each terminal,

enclosure, or booth shall occur at least once each quarter or more if dictated by conditions of heavy use, litter, etc.

4.0 Electrical Service

4.1 County Responsibility

County will, at its expense, furnish uninterrupted 110-volt AC electrical supply to a point of connection for Pay Phone equipment. Such electricity will be furnished for the operation of lights, fans, lighted signs or similar electrical devices used with the Pay Phone equipment.

4.2 Contractor Responsibility

Contractor shall, at Contractor's expense, arrange to make the necessary electrical connections from the point of the County's electrical supply to the Pay Phone equipment.

- A. Installations shall comply with National Electrical Code requirements.
- B. Wiring shall be concealed.
- C. If Contractor employs an electrical subcontractor to make electrical connections, Contractor must comply with the provisions of Paragraph 8.40, Subcontracting, of the Contract. Any such independent subcontractor shall be required to provide liability insurance in same amount as required in this Contract of Contractor and shall require that the County be named as an additional insured on said liability insurance in accordance with subparagraph 8.40.8 of the Contract.

5.0 Unprofitable Pay Phone(s)

5.1 Rectification Procedures

- A. When the Concession Revenue generated as a result of the placement and usage of a Pay Phone(s) does not cover the Contractor's expenses for three (3) consecutive calendar months,

the Contractor shall notify the County Project Manager in writing. Such notification shall identify the Pay Phone(s) by County location.

- B. The Contractor shall demonstrate, through documented receipts and other records, that the Pay Phone(s) has not generated revenues that meet or exceed its costs for three (3) consecutive calendar months.
- C. The Contractor's cost shall only include the Pay Phone's fixed monthly line costs, local and long distance carrier costs, depreciation (minimum five (5) years straight-line method), maintenance and collection and administration costs. All other costs will be excluded.
- D. If the County chooses to retain the Pay Phone(s) in its present location, the County will issue an amendment to the Contract to convert the Pay Phone(s) from Concession Revenue to Convenience phones in accordance with Paragraph 8.4, Changes and Amendments, of the Contract.
- E. The County will delete the Pay Phone(s) from the Concession Revenue Inventory list and add the Pay Phone(s) to the Convenience Pay Phone Inventory list. The County reserves the sole option to pay the convenience fee directly to the Contractor or to reduce the Concession Revenue owed to the County by the amount of the Convenience fee due on the converted Pay Phone(s) to begin on the 30th day following notification.
- F. If the County determines not to retain one or more Pay Phones, notification will be issued to the Contractor in accordance with Paragraph 8.4.4, of the Contract. Not later than seven (7) days after notification by County, the Contractor shall remove the equipment and enclosure, properly terminate all wiring, ensure that there is no exposed wiring repair and patch any and all holes resulting from removal of Pay Phones.

- G. Every three (3) months, the Contractor shall review the revenue/cost data associated with each converted Pay Phone that has been retained by the County. If the Contractor finds that a converted Pay Phone generated enough Concession Revenue as a result of the placement and usage of a Pay Phone(s) to cover the Contractor's expenses for the review period (the previous three (3) consecutive calendar months), the Contractor shall notify the County Project Manager in writing. The County shall be notified within seven (7) days of the finding to cease payment of convenience fee(s) to the Contractor. The County shall issue an amendment in accordance with Paragraph 8.4 of the Contract to re-convert the now-profitable convenience phone(s) to a Concession Revenue Phone(s). The County will delete the Pay Phone(s) from the Convenience Pay Phone Inventory list and add the Pay Phone(s) to the Concession Revenue Inventory list.

6.0 Rates, Charges and FCC/CPUC Compliance

The Contractor shall not charge the caller more than those rates acceptable to the CPUC for intrastate calls.

6.1 Non-Tariff Rates

The Contractor's initial coin drop rate and any other non-tariff rates shall remain commensurate with the predominate carriers and within industry standards throughout the term of the Contract

6.2 Non-Coin Rates

For non-coin calls, such as operator assisted calls, rates shall be no higher than the tariff rate of the Operator Services Provider (OSP) selected by the Contractor and accepted by the CPUC.

6.3 Rate Increases

Contractor shall advise County of any tariff or non-tariff rate increase no less than thirty (30) days prior to Contractor's desired implementation date.

6.4 Instruction Card Display Requirements

Contractor shall prominently display on its instruction card the method by which the caller can receive rate information prior to call initiation.

7.0 Enclosures

All enclosures, booths, shelves, pedestals, or other mounting apparatus selected for installation shall be approved by the County Project Manager.

8.0 Procedures**8.1 Telephone Services Request (TSR) Requirements**

- A. The County will use a TSR for all services requested under this Contract. The TSR shall be signed by the Project Director or designee and will specify the address of the Pay Phone(s) requiring repair, installation or removal.
- B. No work shall be performed at any County location without a signed TSR from the County Project Director or designee.
- C. The Project Director or designee will provide a minimum of thirty (30) days notice for all requests to remove any individual Pay Phone. Work shall proceed only upon Contractor's receipt of a County TSR form that is signed by the County Project Director or designee.
- D. The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any project. All services are to be coordinated through the Project Manager only, using the methods described herein.
- E. The County Project Manager will notify the Contractor of a pending TSR.
- F. The Contractor shall obtain the TSR from the County Project Manager and arrive at the job site on the due date to perform the work.

- G. The Contractor shall outline the work that was completed and obtain the County department/agency contact sign off on the TSR noting such completion.
- H. The Contractor shall return the signed TSR and all ancillary documentation to the County Project Manager.

8.2 Services Requested Out Of the Scope of the Contract

If Contractor is unsure of a course of action or whether to undertake any requested service not described herein, the Contractor Project Manager shall notify the County Project Director, in writing, of the proposed services in order to obtain written approval or denial of the proposed work or appropriate Contract amendment.

8.3 County Contact Personnel

The Contractor shall report directly to the County department/agency contact designated by the County Project Manager.

- A. The Contractor shall inform the County Project Manager regarding all the work to be done and respond to any questions that may arise.
- B. Upon arrival at the County locations, the Contractor shall perform all necessary work in a professional manner. Contractor shall notify the on-site County contact once work has been completed.

9.0 Required Reports

Contractor shall provide County's Project Manager with monthly and annual reports as described herein.

9.1 Monthly Reports

The Contractor shall provide a monthly report of the Gross Revenue and revenue collected by the Contractor from each Pay Phone at each location in accordance with Paragraph 5.7, Reports of Receipts, of the Contract.

9.2 Annual Reports

The Contractor shall provide an annual report on or before July 25 of each year that summarizes activity for the County's fiscal year ending June 30 and shows revenue collected by the Contractor and Concession Revenue paid to the County on a month-to-month basis. The first such report may be for a period of less than twelve (12) months. Such report(s) shall detail traffic level by Pay Phone and shall contain, but not necessarily be limited to, the following information:

- A. Total number of calls
- B. Minutes
- C. Amount billed
- D. Concession Revenue earned from Pay Phone usage.

9.3 Monthly Transition Report

During the first year transition period from the incumbent to new Contractor, Contractor shall specifically report each month to County's Project Director on the progress of the transition of the services by Contractor.

PERFORMANCE REQUIREMENTS SUMMARY

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: 5.4.8 Payment Submittal	Contractor must pay County for Concession Revenue on or before the 25 th day of each calendar month.	Report submitted as set forth in subparagraph 5.7 of the contract.	An additional .05% (one-half percent; ½ percent) of what is owed to County will be added to the late payment for Concession Revenue for each day the amount owed remains unpaid plus a \$100 administration fee.
Contract: 8.26.2 Correct Deficiencies	Correct deficiencies in contract performance within specified time frame.	Observation & documentation	\$100/day per infraction.
SOW 1.10: Pay Phone Addition Requests	Contractor must install Pay Phone(s) within 30 days after written request.	Observation & documentation	\$100.00 per day late.
SOW 1.11: Payphone Removal Requests	Contractor must remove Pay Phone(s) within 30 days after written notification.	Observation & documentation	\$100.00 per day late.
SOW 6.4: Instruction Card Display Requirements	Contractor shall prominently display on its instruction card how the caller can receive rate information prior to placing a call.	Observation & documentation	\$25.00 per day instruction card is not displayed.
SOW 8.1.B:	No work shall be performed at any County location without a signed Telephone Services Request (TSR) signed by the County Project Director or Designee.	Observation & documentation	No Payment for services performed.
SOW 9.0: Required Reports	Contractor shall provide County with monthly and annual reports.	Observation & documentation	\$20.00 per day late

PRICING SCHEDULE

CONVENIENCE FEE

For each phone identified in Exhibit C, Pay Phone Inventory, as a Convenience Line, the Convenience Fee payable by County to Contractor is:

\$80.00

CONCESSION REVENUE

For each phone identified in Exhibit C that produces Monthly Gross Revenue of \$100.00 or more, the Percentage of Monthly Gross Revenue guaranteed payable to County is:

21%

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
B&H	3103169702	1 Avenue C Redondo B	Conv. Line
B&H	3103169880	1 Avenue C Redondo B	Conv. Line
B&H	3108279955	1 Washington B. Venice	Comm. Line
B&H	3108279936	1 Washington B. Venice	Comm. Line
B&H	3103069915	1 Washington B. Venice	Comm. Line
B&H	3103069984	1 Washington B. Venice	Comm. Line
B&H	3108279984	1 Washington B. Venice	Comm. Line
B&H	3103069970	1 Washington B. Venice	Conv. Line
B&H	3108279916	1 Washington B. Venice	Conv. Line
B&H	3105459131	100 Rosecrans Man B	Comm. Line
B&H	3105459251	100 Rosecrans Man B	Comm. Line
B&H	3103169714	100 Sapphire Redondo B	Comm. Line
P&R	6263509038	1000 N Durfee El Mont	Comm. Line
DHS	3105339083	1000 W Carson Torr	Comm. Line
DHS	3105339464	1000 W Carson Torr	Comm. Line
DHS	3105339511	1000 W Carson Torr	Comm. Line
DHS	3105339929	1000 W Carson Torr	Comm. Line
DHS	3105339846	1000 W Carson Torr	Comm. Line
DHS	3105339447	1000 W Carson Torr	Comm. Line
DHS	3105339119	1000 W Carson Torr	Comm. Line
DHS	3105339827	1000 W Carson Torr	Comm. Line
DHS	3105339204	1000 W Carson Torr	Comm. Line
DHS	3105339441	1000 W Carson Torr	Comm. Line
DHS	3105339362	1000 W Carson Torr	Comm. Line
DHS	3105339465	1000 W Carson Torr	Comm. Line
DHS	3105339977	1000 W Carson Torr	Comm. Line
DHS	3105339892	1000 W Carson Torr	Comm. Line
DHS	3105339956	1000 W Carson Torr	Comm. Line
DHS	3105339948	1000 W Carson Torr	Comm. Line
DHS	3105339213	1000 W Carson Torr	Comm. Line
DHS	3105339662	1000 W Carson Torr	Comm. Line
DHS	3105339719	1000 W Carson Torr	Comm. Line
DHS	3105339830	1000 W Carson Torr	Comm. Line
DHS	3105339005	1000 W Carson Torr	Comm. Line
DHS	3105339957	1000 W Carson Torr	Comm. Line
DHS	3105339878	1000 W Carson Torr	Comm. Line
DHS	3105339341	1000 W Carson Torr	Comm. Line
DHS	3105339958	1000 W Carson Torr	Comm. Line
DHS	3105339254	1000 W Carson Torr	Comm. Line
DHS	3105339517	1000 W Carson Torr	Comm. Line
DHS	3105339442	1000 W Carson Torr	Comm. Line
DHS	3105339430	1000 W Carson Torr	Comm. Line
DHS	3105339425	1000 W Carson Torr	Comm. Line
DHS	3103282127	1000 W Carson Torr	Conv. Line
DHS	3105339329	1000 W Carson Torr	Conv. Line
DHS	5628669212	10005 E. Flower BF	Comm. Line
DPW	5626999522	10015 Rose Hills Whittie	Comm. Line
Court	5628669303	10025 Flower BF	Comm. Line
Court	5628679060	10025 Flower BF	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	5628669249	10025 Flower BF	Comm. Line
Court	5628669312	10025 Flower BF	Conv. Line
Court	5628679082	10025 Flower BF	Conv. Line
Court	6619429109	1010 Ave J Lancaster	Comm. Line
Court	6619429143	1010 Ave J Lancaster	Comm. Line
Court	6619429035	1010 Ave J Lancaster	Comm. Line
Court	6617239138	1010 Ave J Lancaster	Conv. Line
Court	6617239149	1010 Ave J Lancaster	Conv. Line
Court	6617239150	1010 Ave J Lancaster	Conv. Line
DA	6617239169	1010 Ave J Lancaster	Conv. Line
Court	6619409027	1010 Ave J Lancaster	Conv. Line
Court	6619429107	1010 Ave J Lancaster	Conv. Line
P&R	5626963985	10130 S GUNN AVE	Conv. Line
P&R	5626969156	10130 S GUNN AVE	Conv. Line
DPW	8188969042	10179 Glenoaks Paco	Comm. Line
DPSS	5629419182	10355 SLUSHER DR	Conv. Line
DPSS	5629419275	10355 SLUSHER DR	Conv. Line
Court	6619429263	1040 W. Ave. J Lancast	Comm. Line
Court	6619429255	1040 W. Ave. J Lancast	Comm. Line
Court	6619429168	1040 W. Ave. J Lancast	Comm. Line
Court	6617239125	1040 W. Ave. J Lancast	Conv. Line
Court	6619429112	1040 W. Ave. J Lancast	Conv. Line
Library	8183619845	1050 Library St San Fern	Comm. Line
SBC	3237258412	1050 S. Maple Monteb	Comm. Line
SBC	2136259524	1055 N ALAMEDA ST	Conv. Line
Library	9098619016	1061 Grand Diamond B	Comm. Line
P&R	6612680991	10700 W. ESCONDO CNYN RD	Conv. Line
DPSS	3233570430	10728 S. Central L.A.	Comm. Line
DPSS	3233570338	10728 S. Central L.A.	Comm. Line
DPSS	3233570452	10728 S. Central L.A.	Comm. Line
DPSS	3233570363	10728 S. Central L.A.	Comm. Line
DPSS	3233570509	10728 S. Central L.A.	Conv. Line
DPSS	3235669442	10728 S. Central L.A.	Conv. Line
DPSS	3235669107	10728 S. Central LA	Comm. Line
CDC	5629419059	10750 S. Laurel SFS	Comm. Line
DHS	6265759249	10953 Ramona Bal Pk	Comm. Line
DHS	6265759371	10953 Ramona Bal Pk	Comm. Line
DHS	6265759043	10953 Ramona El Mont	Comm. Line
DHS	6265759023	10953 Ramona El Mont	Comm. Line
Court	3104199318	110 E. Regent Inglew	Comm. Line
Court	2136259236	110 N Grand LA	Comm. Line
Court	2139721911	110 N Grand LA	Comm. Line
Court	2139729343	110 N Grand LA	Comm. Line
Court	2139721901	110 N Grand LA	Comm. Line
Court	2136259527	110 N Grand LA	Comm. Line
Court	2139729330	110 N Grand LA	Comm. Line
Court	2136259232	110 N. Grand LA	Comm. Line
Court	2139729327	110 N. Grand LA	Comm. Line
Court	2139729103	110 N. Grand LA	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	2139729886	110 N. Grand LA	Comm. Line
Court	2139729345	110 N. Grand LA	Comm. Line
Court	2139729339	110 N. Grand LA	Comm. Line
Court	2136259181	110 N. Grand LA	Comm. Line
Court	2136259228	110 N. Grand LA	Comm. Line
Court	2136269500	110 N. Grand LA	Comm. Line
Court	2136259213	110 N. Grand LA	Comm. Line
Court	2139729101	110 N. Grand LA	Comm. Line
Court	2139729333	110 N. Grand LA	Comm. Line
Court	2136259251	110 N. Grand LA	Comm. Line
Court	2139729337	110 N. Grand LA	Comm. Line
Court	2139729338	110 N. Grand LA	Comm. Line
Court	2139729336	110 N. Grand LA	Comm. Line
Court	2139729887	110 N. Grand LA	Comm. Line
Court	2136259263	110 N. Grand LA	Comm. Line
Court	2136259074	110 N. Grand LA	Comm. Line
ISD	3232659348	1100 Eastern LA	Conv. Line
DHS	3232249360	1100 Mission Rd. LA	Comm. Line
DHS	3232249360	1100 Mission Rd. LA	Conv. Line
AgComm	5628619004	11012 S. Garfield S.G.	Comm. Line
ISD	3232679776	1102 Eastern LA	Comm. Line
ISD	3232678315	1102 Eastern LA	Conv. Line
DHS	3232249718	1102 N. Mission LA	Comm. Line
S:Coroner	3232249180	1104 Mission LA	Conv. Line
DMH	3104789155	11080 Olympic LA	Comm. Line
DMH	3104789095	11080 Olympic LA	Comm. Line
Court	2136259214	111 N. Hill LA	Comm. Line
Court	2136259249	111 N. Hill LA	Comm. Line
Court	2136259229	111 N. Hill LA	Comm. Line
Court	2136259239	111 N. Hill LA	Comm. Line
Court	2139721906	111 N. Hill LA	Comm. Line
Court	2136259241	111 N. Hill LA	Comm. Line
Court	2136259269	111 N. Hill LA	Comm. Line
Court	2136259105	111 N. Hill LA	Comm. Line
Court	2136259099	111 N. Hill LA	Comm. Line
Court	2136259151	111 N. Hill LA	Comm. Line
Court	2139721905	111 N. Hill LA	Comm. Line
Court	2139729022	111 N. Hill LA	Comm. Line
Court	2139729331	111 N. Hill LA	Comm. Line
Court	3104199392	111 W. Regent Inglew	Comm. Line
Court	3104199210	111 W. Regent Inglew	Comm. Line
ISD	3232659752	1110 N Eastern Ave	Conv. Line
PD	6619429111	1110 W AVE J	Conv. Line
DPSS	3102310044	11110 W. Pico LA	Comm. Line
Court	6265759550	11234 Valley El Monte	Comm. Line
Court	6265759415	11234 Valley El Monte	Comm. Line
ACC	5628619137	11282 Garfield	Conv. Line
ACC	5628699112	11282 Garfield	Conv. Line
Sheriff	3106374726	11322 Bullis Lynwood	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DPSS	3104789286	11390 W. Olympic LA	Comm. Line
DPSS	3104789276	11390 W. Olympic LA	Comm. Line
Court	3232249437	1150 SanFernRd LA	Comm. Line
DMH	3232249168	1150 SanFernRd LA	Conv. Line
DCFS	6617239094	1150 W AVE J	Conv. Line
Sheriff	3235669746	11701 Alameda Lynw	Comm. Line
Court	3102979192	11701 La Cienaga LA	Comm. Line
Court	3102979058	11701 La Cienaga LA	Comm. Line
Court	3102979049	11701 La Cienaga LA	Comm. Line
DHS	3232249085	1175 Cummings L.A.	Comm. Line
DHS	3232249406	1175 Cummings L.A.	Comm. Line
DHS	3232249015	1175 Cummings L.A.	Comm. Line
DHS	3232249215	1175 Cummings L.A.	Comm. Line
DHS	3232249233	1175 Cummings L.A.	Comm. Line
DHS	3232249445	1175 Cummings L.A.	Comm. Line
DHS	3232249549	1175 Cummings L.A.	Comm. Line
DHS	3232249479	1175 Cummings L.A.	Comm. Line
DHS	3232249364	1175 Cummings L.A.	Comm. Line
DHS	3232249594	1175 Cummings L.A.	Comm. Line
DHS	3232249683	1175 Cummings L.A.	Comm. Line
P&R	3234189984	11911 S. Vermont LA	Conv. Line
P&R	9095929013	120 Camp. Vw San Dim	Conv. Line
P&R	9095929240	120 Camp. Vw San Dim	Conv. Line
P&R	9095929241	120 Camp. Vw San Dim	Conv. Line
P&R	9095999010	120 Camp. Vw San Dim	Conv. Line
P&R	9095999000	120 VIA VERDE	Conv. Line
P&R	9095999034	120 VIA VERDE	Conv. Line
P&R	9095999035	120 VIA VERDE	Conv. Line
P&R	9095999050	120 VIA VERDE	Conv. Line
P&R	9095999158	120 VIA VERDE	Conv. Line
P&R	9095999175	120 VIA VERDE	Conv. Line
DHS	3232249624	1200 N State LA	Comm. Line
DHS	3234419223	1200 N State LA	Comm. Line
DHS	3232249318	1200 N State LA	Comm. Line
DHS	3232249735	1200 N State LA	Comm. Line
DHS	3234419222	1200 N State LA	Comm. Line
DHS	3232249241	1200 N State LA	Comm. Line
DHS	3232249078	1200 N State LA	Comm. Line
DHS	3232249652	1200 N State LA	Comm. Line
DHS	3232249307	1200 N State LA	Comm. Line
DHS	3232249352	1200 N State LA	Comm. Line
DHS	3232249621	1200 N State LA	Comm. Line
DHS	3232249480	1200 N State LA	Comm. Line
DHS	3232249343	1200 N State LA	Comm. Line
DHS	3232249601	1200 N State LA	Comm. Line
DHS	3232249117	1200 N State LA	Comm. Line
DHS	3232249275	1200 N State LA	Comm. Line
DHS	3232249700	1200 N State LA	Comm. Line
DHS	3232249076	1200 N State LA	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DHS	3232249269	1200 N State LA	Comm. Line
DHS	3232249096	1200 N State LA	Comm. Line
DHS	3232249452	1200 N State LA	Comm. Line
DHS	3232249205	1200 N State LA	Comm. Line
DHS	3232249699	1200 N State LA	Comm. Line
DHS	3232269882	1200 N State LA	Comm. Line
DHS	3232249866	1200 N. State L.A.	Comm. Line
DHS	3232249108	1200 N. State L.A.	Comm. Line
DHS	3232249519	1200 N. State L.A.	Comm. Line
DHS	3232249287	1200 N. State L.A.	Comm. Line
DHS	3232249522	1200 N. State L.A.	Comm. Line
DHS	3232249125	1200 N. State L.A.	Comm. Line
DHS	3232249990	1200 N. State L.A.	Comm. Line
DHS	3232249440	1200 N. State L.A.	Comm. Line
DHS	3232249158	1200 N. State L.A.	Comm. Line
DHS	3232249902	1200 N. State L.A.	Comm. Line
DHS	3232249968	1200 N. State L.A.	Comm. Line
DHS	3232249367	1200 N. State L.A.	Comm. Line
DHS	3232249871	1200 N. State L.A.	Comm. Line
DHS	3232249834	1200 N. State L.A.	Comm. Line
DHS	3232249849	1200 N. State L.A.	Comm. Line
DHS	3232249080	1200 N. State L.A.	Comm. Line
DHS	3232249265	1200 N. State L.A.	Comm. Line
DHS	3232249852	1200 N. State L.A.	Comm. Line
DHS	3232249170	1200 N. State L.A.	Comm. Line
DHS	3232249325	1200 N. State L.A.	Comm. Line
DHS	3232249841	1200 N. State L.A.	Comm. Line
DHS	3232249309	1200 N. State L.A.	Comm. Line
DHS	3232249088	1200 N. State L.A.	Comm. Line
DHS	3232249736	1200 N. State L.A.	Comm. Line
DHS	3232249131	1200 N. State L.A.	Comm. Line
DHS	3232249344	1200 N. State L.A.	Comm. Line
DHS	3232249320	1200 N. State L.A.	Comm. Line
DHS	3232249701	1200 N. State L.A.	Comm. Line
DHS	3232249041	1200 N. State L.A.	Conv. Line
P&R	6265759624	1201 Portrero El Monte	Comm. Line
DHS	3105109320	1202 Avalon Cyn Avlon	Comm. Line
DCFS	8187609013	12020 Chandler Blvd NH	Comm. Line
DHS	3106374738	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374641	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374435	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374813	12021 S. Wilmgtn LA	Comm. Line
DHS	3106698907	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374079	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374595	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374976	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374943	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374438	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374436	12021 S. Wilmgtn LA	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DHS	3106374978	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374433	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374659	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374432	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374443	12021 S. Wilmgtn LA	Comm. Line
DHS	3106374434	12021 S. Wilmgtn LA	Comm. Line
DHS	3106049109	12021 S. Wilmgtn LA	Conv. Line
DHS	3106698948	12021 Wilmington LA	Comm. Line
DHS	3106374878	12021 Wilmington LA	Comm. Line
P&R	8188969954	1205 Osborne Pacoima	Conv. Line
P&R	8188979015	1205 Osborne Pacoima	Conv. Line
DHS	8183619890	1212 Pico San Fern	Conv. Line
DMH	8187609643	12148 Victory Blvd.	Conv. Line
Sheriff	9093056841	122 N SAN DIMAS AVE	Conv. Line
DHS	3105489947	122 W 8TH ST	Conv. Line
DMH	3234620364	1224 Vine LA	Comm. Line
DMH	3234620365	1224 Vine LA	Comm. Line
DHS	3104199919	123 Manchester Inglew	Conv. Line
DHS	3104199840	123 W Manchester Ing	Comm. Line
Probation	6263509096	12310 L Azusa Arcadia	Conv. Line
VERIZON	3108269226	12330 Nebraska LA	Conv. Line
Library	5628689080	12350 Imperial Norwalk	Comm. Line
DHS	3232249796	1240 Mission LA	Comm. Line
DHS	3232249062	1240 Mission LA	Comm. Line
DHS	3232249114	1240 Mission LA	Comm. Line
DHS	3232249405	1240 Mission LA	Comm. Line
DHS	3232249600	1240 Mission LA	Comm. Line
DHS	3232249375	1240 Mission LA	Comm. Line
DHS	3232249729	1240 Mission LA	Comm. Line
DHS	3232249027	1240 Mission LA	Comm. Line
DHS	3232249353	1240 Mission LA	Comm. Line
DHS	3232249795	1240 Mission LA	Comm. Line
DHS	3232249419	1240 Mission LA	Comm. Line
DHS	3232249429	1240 Mission LA	Comm. Line
DHS	3232249449	1240 Mission LA	Comm. Line
DHS	3232249728	1240 Mission LA	Comm. Line
DHS	3232249980	1240 Mission LA	Comm. Line
DHS	3232249582	1240 Mission LA	Comm. Line
DHS	3232249371	1240 Mission LA	Comm. Line
DHS	3232249068	1240 Mission LA	Comm. Line
DHS	3232249451	1240 Mission LA	Comm. Line
DHS	3232249574	1240 Mission LA	Comm. Line
DHS	3232249510	1240 Mission LA	Comm. Line
DHS	5629299085	12400 Imperial Norwlk	Comm. Line
RegRec	5628649005	12400 Imperial Norwlk	Comm. Line
DHS	5628689195	12400 Imperial Norwlk	Comm. Line
DHS	5628689124	12400 Imperial Norwlk	Comm. Line
RegRec	5628649125	12400 Imperial Norwlk	Comm. Line
RegRec	5628649072	12400 Imperial Norwlk	Comm. Line

**Pay Telephone Inventory List
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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
RegRec	5628649221	12400 Imperial Norwlk	Comm. Line
DHS	5628689111	12400 Imperial Norwlk	Comm. Line
RegRec	5628649270	12400 Imperial Norwlk	Comm. Line
RegRec	5628649142	12400 Imperial Norwlk	Comm. Line
DHS	5628689095	12400 Imperial Norwlk	Comm. Line
RegRec	5628649165	12400 Imperial Norwlk	Comm. Line
RegRec	5628641022	12400 Imperial Norwlk	Conv. Line
RegRec	5628641218	12400 Imperial Norwlk	Conv. Line
RegRec	5628641444	12400 Imperial Norwlk	Conv. Line
RegRec	5628641819	12400 Imperial Norwlk	Conv. Line
RegRec	5628641836	12400 Imperial Norwlk	Conv. Line
RegRec	5628649026	12400 Imperial Norwlk	Conv. Line
RegRec	5628649042	12400 Imperial Norwlk	Conv. Line
RegRec	5628649087	12400 Imperial Norwlk	Conv. Line
RegRec	5628649295	12400 Imperial Norwlk	Conv. Line
RegRec	5628689281	12400 Imperial Norwlk	Conv. Line
S:P&R	3106487804	12501 Vista DM Playa d Rey	Comm. Line
DHS	3109739061	12616 Grevillea Hawth	Conv. Line
DPW	8188999849	12651 Osborne Pacoim	Comm. Line
S:Lib	3109739013	12700 Grevillea LA	Comm. Line
Library	3109739906	12700 Grevillea LA	Conv. Line
Court	5628689179	12720 Norwalk Norwalk	Comm. Line
Court	5628649232	12720 Norwalk Norwalk	Comm. Line
Court	5628649275	12720 Norwalk Norwalk	Comm. Line
Court	5628649243	12720 Norwalk Norwalk	Comm. Line
Court	5628649192	12720 Norwalk Norwalk	Comm. Line
Court	5628649112	12720 Norwalk Norwalk	Comm. Line
Court	5628649152	12720 Norwalk Norwalk	Comm. Line
Court	5628649224	12720 Norwalk Norwalk	Comm. Line
Court	5628689180	12720 Norwalk Norwalk	Comm. Line
Court	5628689118	12720 Norwalk Norwalk	Comm. Line
Court	5628649134	12720 Norwalk Norwalk	Comm. Line
Court	5628649073	12720 Norwalk Norwalk	Comm. Line
Court	5628649252	12720 Norwalk Norwalk	Comm. Line
Court	5628649150	12720 Norwalk Norwalk	Comm. Line
Court	5628649277	12720 Norwalk Norwalk	Comm. Line
Court	5629299072	12720 Norwalk Norwalk	Comm. Line
Court	5628689161	12720 Norwalk Norwalk	Comm. Line
Court	5628649106	12720 Norwalk Norwalk	Comm. Line
Court	5628689145	12720 Norwalk Norwalk	Comm. Line
Court	5628649143	12720 Norwalk Norwalk	Comm. Line
Court	5628649013	12720 Norwalk Norwalk	Conv. Line
Court	5628649200	12720 Norwalk Norwalk	Conv. Line
Court	5628649238	12720 Norwalk Norwalk	Conv. Line
DPSS	5628649288	12727 Norwalk Norwalk	Conv. Line
Probation	3232659702	1277 N EASTERN AVE	Conv. Line
DPSS	8183619850	12847 Arroyo San Fern	Comm. Line
DPSS	8183619008	12847 Arroyo Sylmar	Conv. Line
DPSS	8183659079	12847 Arroyo Sylmar	Comm. Line

**Pay Telephone Inventory List
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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DHS	5628039103	12852 Erickson Dwny	Comm. Line
DPSS	5626999220	12860 CROSSROADS PKWY S	Conv. Line
Consumer	3105159677	12915 S JARVIS AVE	Conv. Line
DHS	3232249538	1300 N. Mission LA	Comm. Line
Library	6263589066	1301 Buena Vista	Conv. Line
P&R	8183679091	13100 HUBBARD ST	Conv. Line
Fire	3232659381	1320 N EASTERN AVE	Conv. Line
FIRE	3232678532	1320 N.Eastern LA	Comm. Line
CDC	5629469071	13201 Meyer Whittier	Conv. Line
VERIZON	8183679875	13201 Sepulveda Sylmar	Conv. Line
SBC:?	3105139289	1325 Broad Wilmingtn	Comm. Line
DA	3237779677	1326 W. Imperial LA	Comm. Line
DA	3237779658	1326 W. Imperial LA	Comm. Line
DPSS	3234189924	1326 W. Imperial LA	Comm. Line
DA	3237779667	1326 W. Imperial LA	Comm. Line
P&R	3232679770	133 N. Sunol LA	Comm. Line
DHS	8188349950	13300 Van Nuys B Paco	Comm. Line
DHS	5625919173	1333 Chestnut Long B	Comm. Line
DHS	5625919110	1333 Chestnut Long B	Comm. Line
DHS	5625919191	1333 Chestnut Long B	Comm. Line
P&R	3235669379	1335 E 103rd St	Conv. Line
B&H	3103059020	13444 Admiralty MDR	Comm. Line
B&H	3103069940	13444 Mindanao MDR	Comm. Line
B&H	3108239701	13445 Mindanao MDR	Comm. Line
Park & Rid	3105139787	1345 W PCH Wilmingt	Comm. Line
B&H	3103019895	13500 BALI WAY	Conv. Line
B&H	3108279373	13500 Mindanao MDR	Comm. Line
B&H	3103069948	13505 BALI WAY	Conv. Line
B&H	3108279388	13534 BALI WAY	Conv. Line
B&H	3103069958	13541 MINDANAO WAY	Conv. Line
B&H	3103059005	13555 FIJI WAY	Conv. Line
B&H	3103019805	13555 Fiji Way MDR	Comm. Line
B&H	3108279238	13589 MINDANAO WAY	Conv. Line
B&H	3108239100	13645 FIJI WAY	Conv. Line
B&H	3108279367	13650 1/2 MINDANAO WAY	Conv. Line
B&H	3103019802	13650 Mindanao MDR	Comm. Line
B&H	3108239025	13650 Mindanao MDR	Comm. Line
B&H	3108279363	13650 Mindanao MDR	Comm. Line
P&R	5629439266	13701 Adelfa La Mir	Comm. Line
P&R	5629439246	13701 Adelfa La Mir	Comm. Line
P&R	5629439180	13701 Adelfa La Mir	Comm. Line
Assessor	8183622147	13800 BALBOA BLVD	Conv. Line
Assessor	8183623270	13800 BALBOA BLVD	Conv. Line
Library	5629439124	13800 La Mirada La Mir	Comm. Line
B&H	3103059006	13800 Tahiti MDR	Comm. Line
B&H	3103059021	13816 BORA BORA WAY	Conv. Line
B&H	3103059959	13834 FIJI WAY	Conv. Line
B&H	3108279334	13837 FIJI WAY	Conv. Line
B&H	3108239023	13837 Fiji Way MDR	Comm. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
B&H	3108279270	13856 Bora Bora MDR	Conv. Line
B&H	3103059012	13900 MARQUESAS WAY	Conv. Line
B&H	3103059031	13900 MARQUESAS WAY	Conv. Line
B&H	3108239401	13900 MARQUESAS WAY	Conv. Line
B&H	3108239503	13900 PANAY WAY	Conv. Line
B&H	3108279344	13900 PANAY WAY	Conv. Line
B&H	3103059028	13928 TAHITI WAY	Conv. Line
B&H	3108279944	13929 MARQUESAS WAY	Conv. Line
B&H	3103059060	13952 Bora Bora MDR	Conv. Line
B&H	3103059092	13953 Panay MRD	Comm. Line
B&H	3108279956	13953 PANAY WAY	Conv. Line
Fire	6269689064	140 S. 2nd	Conv. Line
P&R	3104789226	1400 Sepulveda LA	Comm. Line
B&H	3103069918	14000 Palawan MDR	Comm. Line
B&H	3103019885	14003 Palawan MDR	Comm. Line
B&H	3108279203	14007 PALAQAN WAY	Conv. Line
Probation	3232249483	1401 BIGGY ST	Conv. Line
B&H	3103019884	14014 PANAHA WAY	Conv. Line
B&H	3108279282	14015 TAHITI WAY	Conv. Line
B&H	3103019865	14021 MARQUESA WAY	Conv. Line
B&H	3103059095	14034 Marquesa MDR	Comm. Line
B&H	3108279963	14044 Panay MDR	Conv. Line
B&H	3103069978	14045 Panay MDR	Comm. Line
B&H	3103069976	14055 MARQUESAS WAY	Conv. Line
B&H	3103059951	14055 Tahiti Way MDR	Comm. Line
B&H	3108279954	14110 Palawan MDR	Comm. Line
B&H	3108279231	14110 PALAWAN WAY	Conv. Line
B&H	3103059002	14126 MARQUESAS WAY	Conv. Line
P&R	8189529970	1418 Descanso Pasdn	Comm. Line
Court	6269629014	1427 Plaza Dr W Cov	Comm. Line
Court	6269629196	1427 Plaza Dr W Cov	Comm. Line
Court	6263379115	1427 Plaza Dr W Cov	Comm. Line
Court	6269629394	1427 Plaza Dr W Cov	Comm. Line
Court	6263379257	1427 Plaza Dr W Cov	Comm. Line
Court	6263379127	1427 Plaza Dr W Cov	Comm. Line
Court	6263379077	1427 Plaza Dr W Cov	Comm. Line
Court	6263379075	1427 Plaza Dr W Cov	Conv. Line
Court	6263379283	1427 Plaza Dr W Cov	Conv. Line
Court	6263379250	1435 Plaza Dr W Cov	Conv. Line
CommDev	3237259051	1436 Goodrich LA	Comm. Line
Probation	3232679426	144 S. Fetterly LA	Comm. Line
Court	8189979967	14400 ErwinSM Van N	Comm. Line
Court	8184429251	14400 ErwinSM Van N	Comm. Line
Court	8184429253	14400 ErwinSM Van N	Comm. Line
Court	8187800092	14400 ErwinSM Van N	Comm. Line
Court	8189899521	14400 ErwinSM Van N	Comm. Line
Court	8189979539	14400 ErwinSM Van N	Comm. Line
Court	8189979331	14400 ErwinSM Van N	Comm. Line
Assessor	6265759519	1441 Santa Anita Ave.	Conv. Line

**Pay Telephone Inventory List
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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Probation	8189899594	14414 Delano VanNuys	Comm. Line
Library	3109739625	14433 S CRENSHAW BLVD	Conv. Line
DHS	8183629920	14445 Olive View Sylmar	Comm. Line
DHS	8183629914	14445 Olive View Sylmar	Comm. Line
DHS	8183629913	14445 Olive View Sylmar	Comm. Line
DHS	8183629916	14445 Olive View Sylmar	Comm. Line
DHS	8183629917	14445 Olive View Sylmar	Comm. Line
DHS	8183629915	14445 Olive View Sylmar	Comm. Line
DHS	8183629912	14445 Olive View Sylmar	Comm. Line
DHS	8183629936	14445 Olive View Sylmar	Comm. Line
DHS	8183629903	14445 Olive View Sylmar	Comm. Line
DHS	8183679804	14445 Olive View Sylmar	Comm. Line
DHS	8183629901	14445 Olive View Sylmar	Comm. Line
DHS	8183629904	14445 Olive View Sylmar	Comm. Line
DHS	8183629933	14445 Olive View Sylmar	Comm. Line
DHS	8183629910	14445 Olive View Sylmar	Comm. Line
DHS	8183629947	14445 Olive View Sylmar	Comm. Line
DHS	8183629905	14445 Olive View Sylmar	Comm. Line
DHS	8183629911	14445 Olive View Sylmar	Comm. Line
DHS	8183629957	14445 Olive View Sylmar	Comm. Line
DHS	8183629902	14445 Olive View Sylmar	Comm. Line
DHS	8183629906	14445 Olive View Sylmar	Comm. Line
DHS	8183629908	14445 Olive View Sylmar	Comm. Line
DHS	8183629907	14445 Olive View Sylmar	Comm. Line
DHS	8183629921	14445 Olive View Sylmar	Conv. Line
DHS	8183629973	14445 Olive View Sylmar	Conv. Line
DHS	8183629975	14445 Olive View Sylmar	Conv. Line
DHS	8183629977	14445 Olive View Sylmar	Conv. Line
DHS	8183629989	14445 Olive View Sylmar	Conv. Line
DHS	8183649462	14445 Olive View Sylmar	Conv. Line
DHS	8183672536	14445 Olive View Sylmar	Conv. Line
DHS	8183679029	14445 Olive View Sylmar	Conv. Line
DHS	8183679816	14445 Olive View Sylmar	Conv. Line
DHS	8188331541	14445 Olive View Sylmar	Conv. Line
Library	9095999014	145 N WALNUT AVE	Conv. Line
Probation	8189979064	14540 HAYNES ST	Conv. Line
DPSS	8189899271	14545 Lanark VanNuys	Comm. Line
DPSS	8189979274	14545 Lanark VanNuys	Comm. Line
DPSS	8189979679	14545 Lanark VanNuys	Conv. Line
DPW	6269629075	14774 Ramona Bal Pk	Comm. Line
P&R	3104549200	14800 PACIFIC COAST HWY	Conv. Line
B&H	3104549063	14800 PCH Pac Pal	Comm. Line
Court	6265769855	150 Cmmowearth Alh	Comm. Line
Court	6265769814	150 Commonwealth Alh	Comm. Line
Lib	3105159570	150 E. El Segundo LA	Comm. Line
B&H	3104549210	15045 Sunset Pac Pal	Comm. Line
B&H	3104549231	15045 Sunset Pac Pal	Conv. Line
Library	3105139538	151 E CARSON ST	Conv. Line
B&H	3104549031	15100 PCH Pac Pal	Comm. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
B&H	3104549147	15100 PCH Pac Pal	Comm. Line
DHS	3235669561	1522 E. 102 LA	Comm. Line
DPW	3234419061	1525 ALCAZAR ST	Conv. Line
DMH	6612739648	1529 Palmdale Palmdl	Conv. Line
P&R	6263309147	1545 Stimson La Puente	Comm. Line
P&R	6263699210	1545 Stimson La Puente	Comm. Line
P&R	6263369029	1545 Stimson La Puente	Comm. Line
Lib	3237259648	1550 W Beverly LA	Comm. Line
P&R	6269699945	15501 Arrow High Irwin	Comm. Line
P&R	6269699946	15501 Arrow High Irwin	Comm. Line
P&R	6263349049	15501 Arrow High Irwin	Conv. Line
P&R	6263349060	15501 Arrow High Irwin	Conv. Line
P&R	6263349130	15501 Arrow High Irwin	Conv. Line
P&R	6269699930	15501 Arrow High Irwin	Conv. Line
P&R	6269699959	15501 Arrow High Irwin	Conv. Line
DMH	8183659066	15535 SAN FERNANDO MISSIO	Conv. Line
B&H	3104549118	15800 PCH Pac Pal	Comm. Line
B&H	3104549044	15800 PCH Pac Pal	Comm. Line
B&H	3104549201	15800 PCH Pac Pal	Comm. Line
B&H	3104549202	15800 PCH Pac Pal	Comm. Line
CarpLocal	8183679826	15881 ValleyView Sylma	Comm. Line
Library	6263309284	15920 Central La Puente	Comm. Line
DHS	6263309256	15930 Central La Puente	Comm. Line
DPW	6264459167	160 E LONGDEN AVE	Conv. Line
DMH	6269689176	160 S. 7th Street La Pue	Comm. Line
DPW	6263369056	16005 E. Central La Pue	Conv. Line
Court	3232249465	1601 Eastlake LA	Comm. Line
Probation	3232249388	1601 Eastlake LA	Conv. Line
Court	3232249504	1601 Eastlake LA	Conv. Line
Court	3232249570	1601 Eastlake LA	Conv. Line
VERIZON	6269629043	1601 Plaza Dr W Cov	Comm. Line
VERIZON	6263379076	1601 Plaza Dr W Cov	Comm. Line
VERIZON	6263379082	1601 Plaza Dr W Cov	Comm. Line
Court	6269629088	1601 Plaza Dr W Cov	Conv. Line
P&R	6265759405	1601 Rosemead El M	Comm. Line
Library	6263309038	16010 La Monde La Pue	Comm. Line
DPW	9095939064	1615 Mc Kinley La Verne	Comm. Line
DPW	9095939000	1615 McKinley La Verne	Comm. Line
DPW	9095939114	1615 McKinley La Verne	Comm. Line
Lib	5626309816	16254 Colorado Param	Comm. Line
Court	3104789054	1633 Purdue LA	Comm. Line
Court	3104799454	1633 Purdue LA	Comm. Line
Court	3104799311	1633 Purdue LA	Comm. Line
Court	3104799456	1633 Purdue LA	Conv. Line
P&R	6269649257	16817 CopperHill La Pu	Comm. Line
DHS	6612649201	16921 E Ave O Palmda	Conv. Line
DPSS	6269649156	17171 E. Gale La Puen	Comm. Line
DMH	3106049105	1720 E 120th LA	Comm. Line
DMH	3106049005	1720 E 120th LA	Comm. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DMH	3106049104	1720 E 120th LA	Comm. Line
DHS	3106379761	1720 E 120th LA	Comm. Line
DMH	3106049102	1720 E 120th LA	Comm. Line
DMH	3106049007	1720 E 120th LA	Comm. Line
DMH	3106049106	1720 E 120th LA	Comm. Line
Court	3103949551	1725 Main Santa Mon	Comm. Line
Court	3103949082	1725 Main Santa Mon	Comm. Line
Court	3103949921	1725 Main Santa Mon	Comm. Line
Court	3103949932	1725 Main Santa Mon	Comm. Line
Court	3103949477	1725 Main Santa Mon	Comm. Line
Court	3103949023	1725 Main Santa Mon	Conv. Line
Court	3103949087	1725 Main Santa Mon	Conv. Line
Court	3103949101	1725 Main Santa Mon	Conv. Line
Court	3103949177	1725 Main Santa Mon	Conv. Line
Court	3103949204	1725 Main Santa Mon	Conv. Line
Court	3103949205	1725 Main Santa Mon	Conv. Line
Court	3103949206	1725 Main Santa Mon	Conv. Line
Court	3103949247	1725 Main Santa Mon	Conv. Line
Court	3103949283	1725 Main Santa Mon	Conv. Line
Court	3103949314	1725 Main Santa Mon	Conv. Line
Court	3103949375	1725 Main Santa Mon	Conv. Line
Court	3103949421	1725 Main Santa Mon	Conv. Line
Court	3103949484	1725 Main Santa Mon	Conv. Line
P&R	6268109061	17250 Colima La Puen	Comm. Line
P&R	6269659273	17250 Colima La Puen	Comm. Line
P&R	6268109052	17250 Colima La Puen	Conv. Line
B&H	3104549115	17300 PCH Pac Pal	Conv. Line
DPSS	3235879850	1740 E. Gage LA	Comm. Line
DHS	3235669080	1741 E 120th LA	Comm. Line
P&R	6263369039	17475 Kwis La Puente	Comm. Line
P&R	6267917790	1750 N Altadena Pasa	Comm. Line
DPSS	3106374326	17600 Santa Fe Dom H	Comm. Line
DPSS	3106374303	17600 Santa Fe Dom H	Comm. Line
DPSS	3106375208	17600 Santa Fe Dom H	Comm. Line
DPSS	3106375327	17600 Santa Fe Dom H	Comm. Line
DPSS	3106374301	17600 Santa Fe Dom H	Comm. Line
DPSS	3106374300	17600 Santa Fe Dom H	Comm. Line
DPSS	3106374237	17600 Santa Fe Dom H	Comm. Line
DPSS	3106375209	17600 Santa Fe Dom H	Comm. Line
DPSS	3106375424	17600 Santa Fe Dom H	Comm. Line
DMH	5628659087	17707 STUDEBAKER RD	Conv. Line
Library	3105158097	17906 S AVALON BLVD	Conv. Line
P&R	9096239089	1801 Gilette Rd Pom	Comm. Line
B&H	3105149576	1801 PaseoDelMar SP	Comm. Line
B&H	3104549294	18052 PCH Malibu	Comm. Line
P&R	3105199619	1808 9TH ST	Conv. Line
DHS	3232249498	1808 N. GRIFFIN AVE.	Conv. Line
P&R	6269649006	18109 E. Gallineta La Pu	Comm. Line
P&R	5626979215	18150 Pathfinder La Pue	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
P&R	5626979326	18150 Pathfinder La Pue	Comm. Line
P&R	5626979256	18150 Pathfinder La Pue	Conv. Line
Museum	2137459430	1816 S. Figueroa LA	Comm. Line
Library	6269659138	1850 S. Nogales	Conv. Line
P&R	6269649244	18500 Fajardo La Puen	Comm. Line
Library	6612529854	18536 SOLEDAD CANYON RD	Conv. Line
B&H	3104569273	18700 PCH Malibu	Comm. Line
B&H	3104569159	18700 PCH Malibu	Comm. Line
P&R	3104569580	18700 W PCH Malibu	Comm. Line
P&R	3104569148	18700 W PCH Malibu	Comm. Line
DPSS	3232249689	1910 N MAIN ST	Conv. Line
DHS	3232249243	1937 Hospital Pl LA	Comm. Line
DMH	3232249404	1937 HOSPITAL PL.	Conv. Line
Caltrans	5626999056	1940 Workman Mill Whit	Comm. Line
Court	2137458393	1945 S. Hill St LA	Comm. Line
Court	2137458248	1945 S. Hill St LA	Comm. Line
Court	2137458636	1945 S. Hill St LA	Comm. Line
Court	2137458919	1945 S. Hill St LA	Comm. Line
Court	2137459857	1945 S. Hill St LA	Comm. Line
Sheriff	2137458008	1945 S. Hill St LA	Conv. Line
Court	2137458083	1945 S. Hill St LA	Conv. Line
Court	2137458131	1945 S. Hill St LA	Conv. Line
Court	2137458178	1945 S. Hill St LA	Conv. Line
Court	2137458180	1945 S. Hill St LA	Conv. Line
Court	2137458222	1945 S. Hill St LA	Conv. Line
Court	2137458387	1945 S. Hill St LA	Conv. Line
Court	2137458522	1945 S. Hill St LA	Conv. Line
Court	2137458567	1945 S. Hill St LA	Conv. Line
Court	2137458891	1945 S. Hill St LA	Conv. Line
Court	2137459203	1945 S. Hill St LA	Conv. Line
DMH	5625919405	1975 LB Blvd Long B	Comm. Line
P&R	5628659718	19800 Bloomfield Cerrit	Conv. Line
Court	6265789382	200 N Garfield Pas	Comm. Line
Court	3106374770	200 W Compton CPT	Comm. Line
Court	3106374840	200 W Compton CPT	Comm. Line
Court	3106374794	200 W Compton CPT	Comm. Line
Court	3106374847	200 W Compton CPT	Comm. Line
Court	3106374789	200 W Compton CPT	Comm. Line
Court	3106374785	200 W Compton CPT	Comm. Line
Court	3106048813	200 W Compton CPT	Comm. Line
Court	3106374855	200 W Compton CPT	Comm. Line
Court	3106374769	200 W Compton CPT	Comm. Line
Court	3106374760	200 W Compton CPT	Comm. Line
Court	3106048804	200 W. Compton CPT	Comm. Line
Court	3232679417	201 Centre Plaza M Pk	Comm. Line
Court	3232678644	201 Centre Plaza M Pk	Comm. Line
Court	3232679668	201 Centre Plaza M Pk	Comm. Line
Court	3232679614	201 Centre Plaza M Pk	Comm. Line
Court	3232679509	201 Centre Plaza M Pk	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	3232679023	201 Centre Plaza M Pk	Conv. Line
Court	3232679028	201 Centre Plaza M Pk	Conv. Line
Court	3232679031	201 Centre Plaza M Pk	Conv. Line
DHS	3232249455	2020 Zonal LA	Comm. Line
DA	3105158450	20221 Hamilton Torr	Comm. Line
DHS	3232249613	2032 Marengo LA	Comm. Line
DPSS	9096239013	2040 W. Holt Pocoma	Comm. Line
DPSS	9096239201	2040 W. Holt Pocoma	Comm. Line
Court	9096239251	2040 W. Holt Pocoma	Comm. Line
Court	9096239253	2040 W. Holt Pocoma	Comm. Line
Court	9096239264	2040 W. Holt Pocoma	Comm. Line
Court	9096239468	2040 W. Holt Pocoma	Comm. Line
DPSS	9096229000	2040 W. Holt Pocoma	Comm. Line
DPSS	9096229014	2040 W. Holt Pocoma	Comm. Line
DHS	9096269292	208 Harvard	Conv. Line
Court	2136259770	210 W Temple LA	Comm. Line
Court	2136259736	210 W Temple LA	Comm. Line
Court	2136259739	210 W Temple LA	Comm. Line
Court	2136259813	210 W Temple LA	Comm. Line
Court	2136259724	210 W Temple LA	Comm. Line
Court	2136259721	210 W Temple LA	Comm. Line
Court	2136259744	210 W Temple LA	Comm. Line
Court	2136259774	210 W Temple LA	Comm. Line
Court	2136259827	210 W Temple LA	Comm. Line
Court	2139729889	210 W Temple LA	Comm. Line
Court	2136259619	210 W Temple LA	Comm. Line
Court	2136259745	210 W Temple LA	Comm. Line
Court	2136259500	210 W Temple LA	Comm. Line
Court	2136259433	210 W Temple LA	Comm. Line
Court	2136259810	210 W Temple LA	Comm. Line
Court	2136259858	210 W Temple LA	Comm. Line
Court	2136259610	210 W Temple LA	Comm. Line
Court	2136259711	210 W Temple LA	Comm. Line
Court	2136259882	210 W Temple LA	Comm. Line
Court	2136259854	210 W Temple LA	Comm. Line
Court	2136259615	210 W Temple LA	Comm. Line
Court	2136259844	210 W Temple LA	Comm. Line
Court	2136269966	210 W Temple LA	Conv. Line
B&H	3105149577	2101 PaseoDelMar SP	Comm. Line
DPSS	3106374204	211 E Alondra CPT	Comm. Line
SBC	3106374499	211 E Alondra CPT	Comm. Line
Sheriff	3105139765	21356 Avalon Carson	Comm. Line
Court	3232679573	214 S. Fetterly LA	Comm. Line
Court	3232678111	214 S. Fetterly LA	Conv. Line
Court	3232678566	214 S. Fetterly LA	Conv. Line
Court	3232678661	214 S. Fetterly LA	Conv. Line
Court	3232678800	214 S. Fetterly LA	Conv. Line
Court	3232679679	214 S. Fetterly LA	Conv. Line
Court	3232679752	214 S. Fetterly LA	Conv. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	3232679867	214 S. Fetterly LA	Conv. Line
Court	3232679931	214 S. Fetterly LA	Conv. Line
Court	3232679941	214 S. Fetterly LA	Conv. Line
Pk and Rid	6263329177	21400 Via Verde Covina	Comm. Line
VERIZON	6263319164	21400 Via Verde Covina	Comm. Line
DPSS	8188859641	21415 Plummer St Chatsworth	Comm. Line
SBC	3237779045	2150 W 120th LA	Comm. Line
ACC	3105159478	216 W VICTORIA ST	Conv. Line
Sheriff	9095959102	21695 Valley B. Walnut	Comm. Line
DPSS	3232249984	2200 Humboldt LA	Comm. Line
B&H	3105459043	2221 Strand Manh Bch	Comm. Line
LACOE	6263319299	2226 Rio Verde Wcov	Comm. Line
Court	2136269315	223 N Broadway LA	Comm. Line
DPSS	8189569532	225 E Bd'way Glendale	Comm. Line
DPSS	8189568609	225 E Bd'way Glendale	Conv. Line
Lib	6612539014	22704 9th Newhall	Comm. Line
DPW	3232249477	2275 ALCAZAR STREET	Conv. Line
State Beach	3104569152	23000 W PCH Malibu	Conv. Line
State Beach	3104569230	23100 PCH Malibu	Comm. Line
P&R	3104569121	23100 PCH Malibu	Comm. Line
P&R	3104569507	23100 PCH Malibu	Conv. Line
DMH	3234189702	2311 W EL SEGUNDO BLVD	Conv. Line
P&R	6612969903	23505 SUNSET HILL DRIVE	Conv. Line
Court	3104569186	23525 CIVIC CENTER WAY	Conv. Line
Court	3104569540	23525 CIVIC CENTER WAY	Conv. Line
DPW	3104569529	23533 Civic Cntr Malibu	Comm. Line
DPW	3104569590	23555 Civic Cen Mal	Comm. Line
B&H	3104569266	23724 Malibu Rd Mal	Conv. Line
Sheriff	6612539344	23740 MagMt SClarita	Comm. Line
Lib	6612539114	23743 Valencia VInc	Comm. Line
Court	6612539902	23747 Valencia VInc	Comm. Line
DHS	6612539960	23763 Valencia VInc	Comm. Line
B&H	3103999581	2400 Pomanade SM	Comm. Line
B&H	3103999701	2400 Pomanade SM	Comm. Line
DHS	2139779707	241 Figueroa LA	Comm. Line
P&R	6612539018	24107 San Fern StClar	Comm. Line
DPSS	2134808505	2415 W 6th LA	Comm. Line
DPSS	2134808475	2415 W 6th LA	Comm. Line
DMH	2134809000	2415 W 6TH ST	Conv. Line
Library	3105349436	24200 S NARBONNE AVE	Conv. Line
DPW	3105139469	24220 S Fig LA	Comm. Line
DPW	3105139470	24220 S Fig LA	Comm. Line
DHS	3232659414	245 S. Fetterly LA	Comm. Line
DHS	3232679664	245 S. Fetterly LA	Comm. Line
DHS	3232679588	245 S. Fetterly LA	Comm. Line
DHS	3232679605	245 S. Fetterly LA	Comm. Line
DHS	3232679672	245 S. Fetterly LA	Comm. Line
DMH	3108289019	2509 Pico LA	Comm. Line
Assessor	6619429405	251 E AVE K-6, SUITE A,C & H	Conv. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
P&R	3104569517	25498 W Malibu Rd Mal	Comm. Line
B&H	3104569557	25600 W PCH Malibu	Conv. Line
B&H	3104569206	25700 W PCH Malibu	Conv. Line
MusCente	3234629556	2580 Cahuenga Bl LA	Comm. Line
P&R	3234649048	2580 Cahuenga Bl LA	Conv. Line
P&R	3234649231	2580 Cahuenga Bl LA	Conv. Line
P&R	8188809960	25801 ThousOaks LA	Conv. Line
B&H	3105459135	2600 The Strand Man B	Comm. Line
DPSS	2133877056	2601 Wilshire Los Ang	Comm. Line
DPSS	2133875725	2601 Wilshire Los Ang	Comm. Line
DPSS	2133877096	2601 Wilshire Los Ang	Comm. Line
DPSS	2136131336	2601 Wilshire Los Ang	Comm. Line
DPSS	2133877068	2601 Wilshire Los Ang	Conv. Line
DPSS	2137458623	2615 S. Grand LA	Comm. Line
DPSS	2137459264	2615 S. Grand LA	Comm. Line
DPSS	2137459436	2615 S. Grand LA	Comm. Line
DHS	6612539618	26233 Faulkner LA	Comm. Line
B&H	3103779206	26300 CRENSHAW BLVD	Conv. Line
P&R	6263699194	265 Cloverleaf Bal Pk	Conv. Line
DPSS	3237257060	2700 S GARFIELD AVE	Conv. Line
DPSS	3237259488	2700 S GARFIELD AVE	Conv. Line
P&R	8188809915	27050 Agoura Calabas	Comm. Line
DPSS	2137458703	2707 Grand LA	Comm. Line
DPSS	2137458024	2707 Grand LA	Comm. Line
DPSS	2137459690	2707 Grand LA	Comm. Line
DPSS	2137459589	2707 Grand LA	Conv. Line
DPSS	6612529901	27233 CmpPlnty StCla	Comm. Line
B&H	3103069967	2800 Ocean Front Ven	Comm. Line
B&H	3103069987	2800OceanFntWk Ven	Comm. Line
DHS	3106698909	2829 G. Grand LA	Comm. Line
DHS	2137458191	2829 S. Grand LA	Comm. Line
DHS	2137458204	2829 S. Grand LA	Comm. Line
DHS	2137459567	2829 S. Grand LA	Comm. Line
DHS	2137459553	2829 S. Grand LA	Comm. Line
DHS	2137458198	2829 S. Grand LA	Comm. Line
DHS	2137458553	2829 S. Grand LA	Comm. Line
SBC	6612960439	28310 ViaJoyce Sgus	Comm. Line
DPW	8189569340	2849 Glenoaks Glendl	Comm. Line
DPSS	3232679500	2855 Olympic LA	Comm. Line
DPSS	3232679504	2855 Olympic LA	Comm. Line
SBC	2134808918	2910 Beverly LA	Comm. Line
Sheriff	6612579864	29300 GoldenStateLA	Comm. Line
Sheriff	6612959007	29300 GoldenStateLA	Comm. Line
Sheriff	6612959012	29300 GoldenStateLA	Comm. Line
Sheriff	6612579980	29300 OldRoad Castaic	Comm. Line
Sheriff	6612959923	29300 OldRoad Castaic	Comm. Line
Sheriff	6612959231	29300 OldRoad Castaic	Conv. Line
CSService	6263319098	2934 Garvey W Covina	Comm. Line
CSService	6263319108	2934 Garvey W Covina	Conv. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DPSS	3106374464	2959 Victoria CPT	Comm. Line
DPSS	3106374848	2959 Victoria CPT	Comm. Line
B&H	3104579439	29640 W PCH Malibu	Conv. Line
B&H	3104579465	29750 PCH Malibu	Comm. Line
B&H	3104579416	29750 PCH Malibu	Conv. Line
B&H	3104579429	29850 PCH Malibu	Conv. Line
B&H	3104579498	29924 PCH Malibu	Comm. Line
Federal	2136259835	300 N Los Angeles LA	Comm. Line
Court	8188439490	300 Olive Burbank	Comm. Line
Court	8188439536	300 Olive Burbank	Comm. Line
DHS	6263599852	300 W Maple Monrovia	Comm. Line
Mil&Vets	6263599808	300 W Maple Monrovia	Comm. Line
Court	6265789533	300 Walnut Pasadena	Comm. Line
Court	6265789987	300 Walnut Pasadena	Comm. Line
Court	6265789604	300 Walnut Pasadena	Comm. Line
Court	6265789027	300 Walnut Pasadena	Comm. Line
Court	3105589208	3000 S ROBERTSON BLVD.	Conv. Line
DPSS	2134809097	3000 W 6TH ST	Conv. Line
B&H	3104579518	30066 PCH Malibu	Comm. Line
B&H	3104579537	30066 W PCH Malibu	Comm. Line
P&R	6264459184	301 N Baldwin Arcadia	Comm. Line
Sheriff	3106376317	301 S WILLOWBROOK AVE	Conv. Line
B&H	3104579446	30180 PCH Malibu	Comm. Line
B&H	3104579425	30300 PCH Malibu	Conv. Line
B&H	3104579497	30490 PCH Malibu	Comm. Line
DHS	6612699745	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699658	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699744	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699673	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699672	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699652	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699746	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699747	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699661	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699788	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699651	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699629	30500 Arrastre Cyn Act	Comm. Line
DHS	6612699717	30500 Arrastre Cyn Act	Comm. Line
B&H	3104579528	30500 PCH Malibu	Conv. Line
DCFS	2134808316	3075 Wilshire LA	Comm. Line
Lkw Golf	5624259213	3101 Carson Lakewood	Comm. Line
Lkw Golf	5624259033	3101 Carson Lakewood	Comm. Line
P&R	6612959173	31230 Castaic Castaic	Conv. Line
DHS	2139779235	313 N Figueroa LA	Comm. Line
Sheriff	6612579013	31320 Castaic Castaic	Conv. Line
ComSrSer	2134809873	3175 W 6th LA	Conv. Line
Court	2134808024	3175 W 6TH ST	Conv. Line
Court	2134808511	3175 W 6TH ST	Conv. Line
Court	2134809610	3175 W 6TH ST	Conv. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
SBC	2136259786	320 W Temple LA	Comm. Line
P&R	6612579966	32132 Ridge Rte Casta	Comm. Line
DPSS	6263079929	3216 Rosemead ElMon	Comm. Line
Court	3105339706	3221 Torrance Torr	Comm. Line
DMH	6264459126	330 E LIVE OAK AVE	Conv. Line
DHS	6263599781	330 W Maple Monrovia	Comm. Line
DPSS	8188439773	3307 Glnooks Glendale	Comm. Line
Library	6267910690	3330 Lincoln Altadena	Comm. Line
V:RegionP	6617239014	335 E. Ave K Lancaster	Comm. Line
DCFS	6617239123	335 E. AVE. K-6	Conv. Line
DPW	6617239146	335 E. AVE. K-6	Conv. Line
P&R	6612680992	33638 AguaDulce LA	Comm. Line
B&H	3104579435	33904 W PACIFIC COAST HWY	Conv. Line
P&R	6619449194	33922 121 Pear Blossm	Comm. Line
DMH	6265759019	3400-10 N LA MADERA AVE	Conv. Line
UnitEdInst	6265719107	3401 RioHondo El Mon	Comm. Line
UnitEdInst	6265719302	3401 RioHondo El Mon	Comm. Line
DPSS	2134808042	3435 Wilshire LA	Comm. Line
DPSS	2134808040	3435 Wilshire LA	Conv. Line
DPSS	6619409000	349 E. Ave K6 Lancast	Comm. Line
DMH	6617239119	349 E. Ave K6 Lancast	Comm. Line
DMH	6617239120	349 E. Ave K6 Lancast	Comm. Line
DMH	6617239103	349 E. Ave K6 Lancast	Comm. Line
Court	9096209661	350 Mission Pomona	Comm. Line
Court	9096209628	350 Mission Pomona	Comm. Line
Court	9096209690	350 Mission Pomona	Comm. Line
Court	9096229145	350 Mission Pomona	Comm. Line
Court	9096229358	350 Mission Pomona	Comm. Line
P&R	3105158640	360 W El Segundo LA	Comm. Line
Probation	3232989673	3606 Exposition LA	Comm. Line
Probation	3232988521	3606 Exposition LA	Conv. Line
Library	9095939140	3640 "D" La Verne	Comm. Line
DPW	6267910643	3700 CHANEY TRAIL	Conv. Line
DHS	3232989137	3751 Stocker LA	Comm. Line
B&H	3104569111	3800 Topanga Malibu	Comm. Line
DMH	6263509032	3825 N DURFEE AVE	Conv. Line
DMH	6265759247	3825 N DURFEE AVE	Conv. Line
DHS	3237379369	3834 Western LA	Comm. Line
Lib	3232989210	3854 W 54th LA	Comm. Line
B&H	3103789166	389 PaseoDeLaPly RB	Comm. Line
Court	3103759021	389 PaseoDeLaPly RB	Conv. Line
P&R	8189579971	3901 Dunsmore LaCres	Comm. Line
B&H	3103789186	399 PaseoDeLaPly RB	Conv. Line
Court	9096239123	400 Civic Center Pz Pom	Comm. Line
Court	9096239261	400 Civic Center Pz Pom	Comm. Line
Court	9096239125	400 Civic Center Pz Pom	Comm. Line
Court	9096239130	400 Civic Center Pz Pom	Comm. Line
Court	9096239168	400 Civic Center Pz Pom	Comm. Line
Court	9096239061	400 Civic Center Pz Pom	Comm. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	9096229195	400 Civic Center Pz Pom	Comm. Line
Library	3235669981	4035 Tweedy South Gt	Comm. Line
P&R	6264459081	405 S SANTA ANITA AVE	Conv. Line
P&R	6264459046	405 Santa Anita Arcad	Comm. Line
P&R	6264459106	405 StAnita Arcadia	Comm. Line
DCFS	5624259073	4060 Watson Pz Lkwood	Conv. Line
DCFS	5624259094	4060 Watson Pz Lkwood	Conv. Line
DPSS	3232249825	4077 Mission LA	Comm. Line
P&R	3232924751	4100 S LA CIENGA BLVD	Conv. Line
P&R	3232969625	4100 S LA CIENGA BLVD	Conv. Line
B&H	3108279275	4111 Via Marina MDR	Comm. Line
VERIZON	9095959011	4125 Valley Walnut	Conv. Line
Court	3105589499	4130 Overland CulvCty	Conv. Line
Court	5624379257	415 W. Ocean Long Bch	Comm. Line
Court	5624329153	415 W. Ocean Long Bch	Comm. Line
Court	5624379286	415 W. Ocean Long Bch	Comm. Line
Court	5624329033	415 W. Ocean Long Bch	Comm. Line
Court	5624379250	415 W. Ocean Long Bch	Comm. Line
Court	5624379287	415 W. Ocean Long Bch	Comm. Line
Court	5624379318	415 W. Ocean Long Bch	Comm. Line
Court	5624329079	415 W. Ocean Long Bch	Comm. Line
Court	5624379750	415 W. Ocean Long Bch	Comm. Line
Court	5624379171	415 W. Ocean Long Bch	Comm. Line
Court	5624379495	415 W. Ocean Long Bch	Comm. Line
Court	5624379053	415 W. Ocean Long Bch	Comm. Line
Court	5624379218	415 W. Ocean Long Bch	Comm. Line
Court	5624379222	415 W. Ocean Long Bch	Comm. Line
Court	5624379417	415 W. Ocean Long Bch	Comm. Line
Court	5624379338	415 W. Ocean Long Bch	Comm. Line
Court	5624379308	415 W. Ocean Long Bch	Comm. Line
Court	5624379203	415 W. Ocean Long Bch	Comm. Line
Court	5624329683	415 W. Ocean Long Bch	Conv. Line
Court	5624379325	415 W. Ocean Long Bch	Conv. Line
B&H	3103059903	4169 Via Marina MDR	Comm. Line
Library	6263379235	4181 Bald. Pk. Bl. B.P.	Comm. Line
SBC	3105159450	419 E 192nd Carson	Comm. Line
B&H	3108239403	4195 Admiralty Wy MDR	Conv. Line
Probation	6619439904	42018 50TH STREET WEST	Conv. Line
B&H	3108239901	4209 Admiralty Wy MDR	Conv. Line
Plmdale H	6619480664	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6617235635	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6619453486	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6619485437	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6617235785	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6619511546	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6617263310	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6619459426	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6619518960	421 W. Ave M Palmdale	Comm. Line
Plmdale H	6619498621	421 W. Ave M Palmdale	Comm. Line

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EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Plimdale H	6619480583	421 W. Ave M Palmdale	Comm. Line
Plimdale H	6619511568	421 W. Ave M Palmdale	Comm. Line
Plimdale H	6617239008	421 W. Ave M Palmdale	Comm. Line
Plimdale H	6617263309	421 W. Ave M Palmdale	Comm. Line
B&H	3108239205	4211 Admiralty Wy MDR	Conv. Line
Fire	6617239017	42110 6TH STREET WEST	Conv. Line
B&H	3103059934	4242 Via Marina MDR	Comm. Line
B&H	3103059094	4242 Via Marina MDR	Comm. Line
ACC	6263379000	4275 N ELTON AVE	Conv. Line
Court	2139729180	429 Bauchet LA	Comm. Line
Court	2136269704	429 Bauchet LA	Comm. Line
Court	2136269222	429 Bauchet LA	Comm. Line
Court	2139729892	429 Bauchet LA	Comm. Line
Court	2136269917	429 Bauchet LA	Comm. Line
Court	2139729090	429 Bauchet LA	Comm. Line
Court	2136269703	429 Bauchet LA	Comm. Line
Court	2139729060	429 Bauchet LA	Comm. Line
Court	2136269718	429 Bauchet LA	Comm. Line
B&H	3103019833	4300 PROMENADE WAY	Conv. Line
B&H	3108279215	4301 Via Marina MDR	Conv. Line
B&H	3103059935	4320 VIA MARINA	Conv. Line
Lib	3235609282	4323 Slauson LA	Comm. Line
Probation	8187069285	433 S ENCINAL CYN RD	Conv. Line
Sheriff	3104199058	4331 Lennox Inglewood	Comm. Line
B&H	3108279937	4358 ADMIRALTY WAY	Conv. Line
B&H	3108239035	4375 Admiralty Wy MDR	Conv. Line
B&H	3108239508	4400 Promanade MDR	Comm. Line
LACOE	6263319100	4400 Roxburgh Covina	Conv. Line
Sheriff	2136269740	441 Bauchet LA	Comm. Line
Sheriff	2136259415	441 Bauchet LA	Comm. Line
Sheriff	2136269081	441 Bauchet LA	Comm. Line
Sheriff	2136139821	441 Bauchet LA	Comm. Line
Sheriff	2136139064	441 Bauchet LA	Comm. Line
Sheriff	2139729481	441 Bauchet LA	Conv. Line
Sheriff	2136139776	441 Bauchet LA	Comm. Line
Fire	3108239603	4433 Admiralty Wy MDR	Conv. Line
B&H	3108239603	4433 Admiralty Wy MDR	Conv. Line
Fire	3108239729	4433 Admiralty Wy MDR	Conv. Line
B&H	3103019896	4469 Admiralty MDR	Comm. Line
B&H	3108279362	4469 Admiralty MDR	Conv. Line
DHS	6619429110	44900 60th Ave Lancas	Conv. Line
DHS	6619429268	44900 N 60th W Lancas	Comm. Line
DHS	6619429176	44900 N 60th W Lancas	Comm. Line
DPW	6619429337	44924 N 5TH ST. EAST	Conv. Line
B&H	3108239301	4499 Admiralty Wy MDR	Conv. Line
DHS	6619429366	44990 N 60th W Lancas	Comm. Line
Sheriff	2139721919	450 Bauchet LA	Comm. Line
Sheriff	2139721920	450 Bauchet LA	Comm. Line
Sheriff	2139721979	450 Bauchet LA	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Sheriff	2139721961	450 Bauchet LA	Comm. Line
Sheriff	3232679729	4500 City Terr Dr LA	Conv. Line
DHS	6619429060	45100 N 60th W Lancas	Comm. Line
DHS	6619429201	45100 N 60th W Lancas	Comm. Line
DHS	6619429189	45100 N 60th W Lancas	Conv. Line
B&H	3103059086	4533 Admiralty MRD	Comm. Line
Lib	8189529825	4545 Oakwood LA	Comm. Line
Library	6265759603	4550 N PECK RD	Conv. Line
Sheriff	8189579889	4554 Briggs La Crescn	Comm. Line
P&R	6617239050	4555 W AVE G	Conv. Line
B&H	3103019875	4600 Via Marina MDR	Comm. Line
B&H	3103059046	4600 Via Marina MDR	Comm. Line
B&H	3108279215	4601 VIA MARINA	Conv. Line
DPW	8189579767	4628 N BRIGGS AVE	Conv. Line
Sheriff	8189579824	4628 N BRIGGS AVE	Conv. Line
B&H	3108279305	4650 Via Marina MDR	Comm. Line
B&H	3103019872	4660 Admiralty Wy MDR	Comm. Line
B&H	3108239801	4675 LINCOLN BLVD	Conv. Line
Sheriff	3232659682	4700 Ramona MontPk	Comm. Line
B&H	3103069920	4701 Admiralty Wy MDR	Conv. Line
Library	3233070701	4801 E 3RD ST	Conv. Line
P&R	3232659384	4914 Cesar Chavez LA	Comm. Line
DHS	3232329229	4920 S Avalon LA	Comm. Line
Library	3105589539	4975 Overland CulvCty	Comm. Line
BOS	2136259582	500 W Temple LA	Comm. Line
BOS	2136259877	500 W Temple LA	Comm. Line
BOS	2136259581	500 W Temple LA	Comm. Line
BOS	2136259078	500 W Temple LA	Comm. Line
BOS	2136259077	500 W Temple LA	Comm. Line
BOS	2136259832	500 W Temple LA	Comm. Line
BOS	2136259574	500 W Temple LA	Comm. Line
BOS	2136259833	500 W Temple LA	Comm. Line
BOS	2136259583	500 W Temple LA	Comm. Line
BOS	2136259071	500 W Temple LA	Comm. Line
BOS	2136259826	500 W Temple LA	Comm. Line
BOS	2136259073	500 W Temple LA	Comm. Line
BOS	2136259571	500 W Temple LA	Comm. Line
BOS	2136259585	500 W Temple LA	Comm. Line
BOS	2136259906	500 W Temple LA	Comm. Line
BOS	2136259560	500 W Temple LA	Comm. Line
BOS	2136259848	500 W Temple LA	Comm. Line
BOS	2136259578	500 W Temple LA	Comm. Line
BOS	2136259846	500 W Temple LA	Comm. Line
BOS	2136259542	500 W Temple LA	Comm. Line
Sheriff	3232679204	5019 E 3rd LA	Comm. Line
VERIZON	5628669289	5020 N. Clark Lakewood	Comm. Line
Court	3105489819	505 Centre San Pedro	Comm. Line
DHS	6263371213	5050 Commerce	Conv. Line
DHS	6263371214	5050 Commerce	Conv. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DHS	8189568883	510 Glendale Glendl	Comm. Line
P&R	6269689088	510 Vineland La Puente	Comm. Line
LACOE	3106428782	5200 Century LA	Comm. Line
DHS	3234620429	5205 Melrose LA	Comm. Line
ACC	6617239031	5210 W AVE I	Conv. Line
DPW	8187069393	5300 Lost Hills Calabas	Comm. Line
Probation	6619429142	5300 W AVE I	Conv. Line
Probation	6619429304	5300 W AVE I	Conv. Line
DCFS	6265789543	532 Colorado Pasadena	Comm. Line
ComSrSer	2134809560	532 Vermont LA	Comm. Line
SBC	2134808720	532 Vermont LA	Conv. Line
SBC	2134809026	532 Vermont LA	Conv. Line
SBC	2134809615	532 Vermont LA	Conv. Line
DMH	3232569843	5321 VIA MARISOL RD	Conv. Line
SBC	3102979052	5335 W135th Hawthrn	Comm. Line
DPSS	3237259870	5445 Whittier LA	Comm. Line
DPSS	3237259949	5445 Whittier LA	Comm. Line
P&R	6263509010	545 Santa Anita EIMnt	Comm. Line
B&H	3103749184	550 Pier Hermosa B	Comm. Line
DPW	3106428694	5520 W 83RD	Conv. Line
DPW	5628699228	5525 Imperial Hwy SG	Comm. Line
DHS	3237201804	5554 UNION PACIFIC AVE	Conv. Line
CldSppt	3237258994	5555 Ferguson LA	Comm. Line
DHS	3237258954	5555-57 FERGUSON DR.	Conv. Line
DHS	3237258955	5555-57 FERGUSON DR.	Conv. Line
DHS	3237258999	5555-57 FERGUSON DR.	Conv. Line
CommSrS	6267917736	560 E MARIPOSA ST	Conv. Line
DCFS	3106428673	5767 Century LA	Conv. Line
Musuem	3239314959	5801 Wilshire LA	Comm. Line
DHS	3232329653	5850 S. Main L.A.	Comm. Line
DHS	3232329559	5850 S. Main L.A.	Comm. Line
DHS	3232329357	5850 S. Main L.A.	Comm. Line
DHS	3232329348	5850 S. Main L.A.	Comm. Line
DHS	3232329349	5850 S. Main L.A.	Comm. Line
DHS	3232329342	5850 S. Main L.A.	Comm. Line
DHS	3232329860	5850 S. Main L.A.	Comm. Line
ArtMuseum	3239321840	5905 Wilshire LA	Comm. Line
ArtMuseum	3239328559	5905 Wilshire LA	Comm. Line
ArtMuseum	3239328669	5905 Wilshire LA	Comm. Line
ArtMuseum	3239328542	5905 Wilshire LA	Comm. Line
Sheriff	3234629192	5925 Hollywood Bl LA	Comm. Line
Court	2134808448	600 Commnwth LA	Comm. Line
Court	2134808737	600 Commnwth LA	Comm. Line
Court	2134808978	600 Commnwth LA	Comm. Line
Court	8189569998	600 E. Broadway Glnd	Comm. Line
Sheriff	8189569863	600 E. Broadway Glnd	Comm. Line
Court	2134808009	600 S Commonwealth Ave	Conv. Line
Court	2134808210	600 S Commonwealth Ave	Conv. Line
Court	2134808307	600 S Commonwealth Ave	Conv. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	2134808308	600 S Commonwealth Ave	Conv. Line
Court	2134808500	600 S Commonwealth Ave	Conv. Line
Court	2134808608	600 S Commonwealth Ave	Conv. Line
Court	2134809501	600 S Commonwealth Ave	Conv. Line
B&H	3108239104	600 Washington B MDR	Comm. Line
Library	6619409018	601 Lancaster Bl Lanc	Comm. Line
Library	6619409023	601 Lancaster Bl Lanc	Comm. Line
DHS	8183619065	604 S MACLAY AVE	Conv. Line
Museum	3239328646	6067 Wilshire LA	Comm. Line
DHS	6265769547	612 Shorb Alhambra	Conv. Line
P&R	6267979302	620 Mount Curve Alt	Comm. Line
B&H	3103069934	6200 Pacific Venice	Comm. Line
S:DA	3102979045	621 Hawaii El Segundo	Comm. Line
Court	8189899470	6230 Sylmar Van Nuys	Comm. Line
Court	8189899426	6230 Sylmar Van Nuys	Comm. Line
Court	8189899465	6230 Sylmar Van Nuys	Comm. Line
Court	8189899462	6230 Sylmar Van Nuys	Comm. Line
Court	8189979364	6230 Sylmar Van Nuys	Comm. Line
Court	8189979363	6230 Sylmar Van Nuys	Comm. Line
P&R	3237259255	6250 Northside Dr. LA	Comm. Line
DHS	5629429055	6336 Passons Pico Riv	Conv. Line
DMH	5629279328	6450 Garfield Bell Gar	Conv. Line
P&R	6263509020	650 Santa Anita El Mont	Comm. Line
Library	3235879307	6518 Miles Hunt Park	Comm. Line
Court	3235879288	6548 Miles Hunt Park	Comm. Line
Library	5624259278	6600 E. Del Amo Lkwood	Comm. Line
Assessor	8189979497	6640 VAN NUYS BLVD	Conv. Line
B&H	3104579466	6650 Westward Malibu	Comm. Line
B&H	3104579445	6650 Westward Malibu	Comm. Line
B&H	3108279993	6700 Pacific Venice	Comm. Line
USPS	5626969182	6709 Washington Whitt	Comm. Line
B&H	3103019899	6710 Esplanade Venice	Comm. Line
B&H	3104579405	6777 Westward Mal	Comm. Line
B&H	3104569596	6777 Westward Mal	Comm. Line
B&H	3104579407	6777 Westward Mal	Conv. Line
LACity DW	5624319392	6801 Westminster LB	Comm. Line
B&H	3103069935	6901 Trolleyway Venice	Comm. Line
P&R	6265759038	701 Tyler El Monte	Comm. Line
P&R	6265759070	701 Tyler El Monte	Comm. Line
B&H	3104579408	7103 Westward Malibu	Comm. Line
B&H	3104579567	7103 Westward Malibu	Comm. Line
B&H	3104579542	7103 Westward Malibu	Conv. Line
Sheriff	3108559945	720 San Vincente LA	Comm. Line
Court	5626989124	7339 Painter Whittier	Comm. Line
Court	5626999006	7339 Painter Whittier	Comm. Line
Court	5626989147	7339 Painter Whittier	Comm. Line
Court	5626989277	7339 Painter Whittier	Comm. Line
Court	5626989006	7339 Painter Whittier	Comm. Line
Court	5626989391	7339 Painter Whittier	Conv. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
Court	5626969105	7339 S. Painter Whittier	Comm. Line
Court	5626969107	7339 S. Painter Whittier	Comm. Line
Court	5626969001	7339 S. Painter Whittier	Comm. Line
Library	5628039212	7400 E IMPERIAL HWY	Conv. Line
Library	5628039213	7400 Imperial Downey	Comm. Line
P&R	6263309141	747 Ringrove La Puente	Comm. Line
DHS	9096229333	750 S. Park Pomona	Comm. Line
P&R	6263509743	750 Santa Anita ElMon	Comm. Line
Court	5628039294	7500 Imperial Downey	Comm. Line
Court	5628039283	7500 Imperial Downey	Comm. Line
Court	5628039150	7500 Imperial Downey	Comm. Line
Court	5628039271	7500 Imperial Downey	Comm. Line
Court	5628039272	7500 Imperial Downey	Comm. Line
Court	5628039284	7500 Imperial Downey	Comm. Line
Court	5628039282	7500 Imperial Downey	Comm. Line
Court	5628039293	7500 Imperial Downey	Comm. Line
Court	5628039281	7500 Imperial Downey	Comm. Line
Court	5628039088	7500 Imperial Downey	Conv. Line
Court	5628039250	7500 Imperial Downey	Conv. Line
DHS	8189949860	7515 VanNuysB LA	Comm. Line
DHS	8189029158	7515 VanNuysB LA	Comm. Line
DHS	8189029158	7515 VanNuysB LA	Conv. Line
DHS	8189949680	7515 VanNuysB LA	Conv. Line
DHS	5628039106	7601 Imperial Downey	Comm. Line
DHS	5628039116	7601 Imperial Downey	Comm. Line
DHS	5628039086	7601 Imperial Downey	Comm. Line
DHS	5628039117	7601 Imperial Downey	Comm. Line
DHS	5628039165	7601 Imperial Downey	Comm. Line
DHS	5628039025	7601 Imperial Downey	Comm. Line
DHS	5628039006	7601 Imperial Downey	Conv. Line
DHS	5628039019	7601 Imperial Downey	Conv. Line
DHS	5628039045	7601 Imperial Downey	Conv. Line
DHS	5628039065	7601 Imperial Downey	Conv. Line
DHS	5628039066	7601 Imperial Downey	Conv. Line
DHS	5628039076	7601 Imperial Downey	Conv. Line
DHS	5628039105	7601 Imperial Downey	Conv. Line
DHS	5628039128	7601 Imperial Downey	Conv. Line
DHS	5628039135	7601 Imperial Downey	Conv. Line
DHS	5628039138	7601 Imperial Downey	Conv. Line
DHS	5628039139	7601 Imperial Downey	Conv. Line
DHS	5628039144	7601 Imperial Downey	Conv. Line
DHS	5628039191	7601 Imperial Downey	Conv. Line
DHS	5628039199	7601 Imperial Downey	Conv. Line
DHS	5628039299	7601 Imperial Downey	Conv. Line
DHS	5268039019	7601 Imperial Hwy.	Conv. Line
DHS	5628039221	7601 Imperial Hwy.	Conv. Line
DHS	5628039058	7602 Imperial Downey	Comm. Line
DMH	8187039666	7621 Canoga LA	Comm. Line
Court	3235879585	7625 Central LA	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
ComSrSer	3105489000	769 W 3rd San Pedro	Comm. Line
Sheriff	6267979336	780 Altadena Altadena	Comm. Line
RegRec	3235879573	7807 Compton LA	Comm. Line
B&H	3103169671	800 Esplan Red Beach	Comm. Line
DPSS	6263319296	800 S. Barranca Covina	Comm. Line
P&R	6263509039	801 SantaAnita ElMont	Comm. Line
P&R	6263509036	801 SantaAnita ElMont	Comm. Line
P&R	6263509742	801 SantaAnita ElMont	Conv. Line
B&H	3103949553	808 Palisades B. SM	Comm. Line
B&H	3103949586	808 Palisades B. SM	Comm. Line
DHS	8189029091	8121 VAN NUYS BLVD.	Conv. Line
DPSS	3232679575	813 4th Place LA	Comm. Line
DPSS	3232679581	813 4th Place LA	Comm. Line
DPSS	2136131436	813 E. 4th Place LA	Comm. Line
DPSS	2137411843	813 E. 4th Place LA	Comm. Line
DPSS	2136131453	813 E. 4th Place LA	Comm. Line
DPSS	3232237394	813 E. 4th Place LA	Comm. Line
DPSS	2136131344	813 E. 4th Place LA	Comm. Line
DPSS	2137411632	813 E. 4th Place LA	Comm. Line
DPSS	3235609622	8130 Atlantic Cudahy	Comm. Line
DPSS	3235609224	8130 Atlantic Cudahy	Comm. Line
Court	3105339682	825 Maple Torrence	Comm. Line
Court	3105339646	825 Maple Torrence	Comm. Line
Court	3105339649	825 Maple Torrence	Comm. Line
Court	3105339544	825 Maple Torrence	Comm. Line
Court	3105339910	825 Maple Torrence	Comm. Line
CDC	3108559889	838 W KNOLL DRIVE	Conv. Line
P&R	3234189847	845 El Segundo LA	Comm. Line
Probation	3235859534	8526 Grape LA	Comm. Line
Court	3235669000	8640 Cal. South Gate	Conv. Line
P&R	6619441469	8773 E AVE R	Conv. Line
P&R	6619449139	8773 E AVE R	Conv. Line
P&R	6619449111	8773E.AveR LittlRock	Comm. Line
Lib	6265719456	8800 Valley Rosemead	Comm. Line
Sheriff	6262869957	8838 LasTunasTemlCty	Comm. Line
Court	8183619024	900 3RD ST	Conv. Line
Court	8183619051	900 3RD ST	Conv. Line
Court	8183619811	900 3RD ST	Conv. Line
Court	8183619844	900 3RD ST	Conv. Line
Court	8183619851	900 3RD ST	Conv. Line
Court	8183619884	900 3RD ST	Conv. Line
Court	8183619921	900 3RD ST	Conv. Line
Court	8183619931	900 3RD ST	Conv. Line
Court	8183619981	900 3RD ST	Conv. Line
Court	8183659071	900 3RD ST	Conv. Line
Court	8183659911	900 3RD ST	Conv. Line
Museum	2137459012	900 EXPOSITION BLVD	Conv. Line
Museum	2137458968	900 Exposition LA	Comm. Line
DPW	6265769717	900 Fremont Alhambra	Comm. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
DPW	6265769725	900 Fremont Alhambra	Comm. Line
DPW	6265769552	900 Fremont Alhambra	Comm. Line
DPW	6265769522	900 Fremont Alhambra	Comm. Line
DPW	6265769501	900 Fremont Alhambra	Comm. Line
DPW	6265769205	900 Fremont Alhambra	Comm. Line
Court	8183619974	900 Third St San Fern	Comm. Line
Court	8183619971	900 Third St San Fern	Comm. Line
Court	8183659051	900 Third St San Fern	Comm. Line
Court	8183619901	900 Third St San Fern	Comm. Line
Court	8183659941	900 Third St San Fern	Comm. Line
Court	8183619831	900 Third St San Fern	Comm. Line
Court	8183619951	900 Third St San Fern	Comm. Line
Court	8183619841	900 Third St San Fern	Comm. Line
Court	8183619911	900 Third St San Fern	Comm. Line
Court	8183619041	900 Third St San Fern	Comm. Line
Library	5629499983	9001 Mines Pico Rivera	Comm. Line
Library	5629499111	9001 Mines Pico Rivera	Comm. Line
ISD	5628039148	9150 Imperial Hwy.	Conv. Line
ISD	5628039160	9150 Imperial Hwy.	Conv. Line
ISD	5628039180	9150 Imperial Hwy.	Conv. Line
ISD	5628039185	9150 Imperial Hwy.	Conv. Line
ISD	5628039260	9150 Imperial Hwy.	Conv. Line
Court	8183659057	919 1ST ST	Conv. Line
Court	8183659963	919 1ST ST	Conv. Line
DPSS	3104197032	923 Redondo Inglewood	Comm. Line
DPSS	3104197230	923 Redondo Inglewood	Comm. Line
DPSS	3104197242	923 Redondo Inglewood	Comm. Line
DPSS	3104197873	923 Redondo Inglewood	Comm. Line
LACOE	5628039171	9300 Imperial Downey	Comm. Line
P&R	3104569535	93519 Civic Cen Mal	Comm. Line
Court	3105509467	9355 BurtonW Bev Hills	Comm. Line
Court	8189989002	9425 Penfield Chatswth	Conv. Line
Court	8189989079	9425 Penfield Chatswth	Conv. Line
Court	8189989098	9425 Penfield Chatswth	Conv. Line
Court	8189989116	9425 Penfield Chatswth	Conv. Line
Court	8189989116	9425 Penfield Chatswth	Conv. Line
Court	8189989118	9425 Penfield Chatswth	Conv. Line
Court	8189989124	9425 Penfield Chatswth	Conv. Line
Court	8189989129	9425 Penfield Chatswth	Conv. Line
LACOE	5628039189	9525 Imperial Downey	Comm. Line
LACOE	5628039227	9525 Imperial Downey	Comm. Line
TTC	5626999208	9536 Brasher Pico River	Conv. Line
DPSS	6267917798	955 N Lake Pasadena	Comm. Line
DPSS	6267910680	955 N Lake Pasadena	Comm. Line
DPSS	6267917743	955 N Lake Pasadena	Comm. Line
DPSS	6267917852	955 N Lake Pasadena	Conv. Line
DPW	6267979450	955 N Lake Pasadena	Conv. Line
P&R	3237779569	9637 S WESTERN AVE	Conv. Line
P&R	3237562325	9651 S WESTERN AVE	Conv. Line

**Pay Telephone Inventory List
Combined Inventory**

EXHIBIT C

Dept.	Telephone	Address	Conv. Line/Comm Line
P&R	3237562433	9651 S WESTERN AVE	Conv. Line
Library	5628669294	9945 E. Flower BF	Comm. Line
Library	5628669229	9945 E. Flower BF	Comm. Line
P&R	3234189824	Helen Keller Park LA	Comm. Line
B&H	3104569275	Rambla Pacifico Mal	Comm. Line

= Convenience Line

CONTRACTOR'S SIGNED EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 8

BIDDER'S EEO CERTIFICATION

NAmi Communications, Inc.
 Company Name
3700 Wilshire Blvd. #557, Los Angeles CA 90010
 Address
95-4484696
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Bidder has written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	()

Kelli Young
 Signature
7.30.06
 Date
Kelli Young, President
 Name and Title of Signer (please print)

EEO CERTIFICATION

COUNTY ADMINISTRATION

County Project Director:

The County's Project Director is:

Robert King
Manager, Premises Systems Division
9150 Imperial Highway
Downey, CA 90242

Phone: 562-940-2065
Fax: 562-940-3647
Email: rking@isd.co.la.ca.us

County Project Manager:

The County's Project Manager is:

Eric Hawkins
Manager, Telephone Utilities Support Section
9150 Imperial Highway
Downey, CA 90242

Phone: 562-940-4343
Fax: 562-401-0047
Email: ehawkins@isd.co.la.ca.us

Notices:

Notices to County shall be sent to:

Robert King
Manager, Premises Systems Division
9150 Imperial Highway
Downey, CA 90242

Phone: 562-940-2065
Fax: 562-940-3647
Email: rking@isd.co.la.ca.us

CONTRACTOR ADMINISTRATION

Contractor's Project Director:

Name: Kelli Young
Title: President
Address: 3700 Wilshire Boulevard, Suite 557
Los Angeles, CA 90010

Telephone: 323-937-5537
323-295-6302
323-633-7368
Facsimile: 323-293-7609
E-Mail Address: namikyoung@cs.com

Contractor's Authorized Official(s):

Name: As above
Title:
Address:

Telephone:
Facsimile:
E-Mail Address:

Notices:

Notices to contractor shall be sent to the following address:

Address: Nami Communications, Inc.
3700 Wilshire Boulevard, Suite 557
Los Angeles, CA 09910

Telephone: 323-937-5537
Facsimile: 323-293-7609

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.